

**This Indenture**, Made this Ninth day of February in the year of our Lord one thousand eight hundred and ninety eight between Ada B. Young and Rufus C. Young, her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Edmund A. Kasold of the second part.

**Witnesseth**, That the said party us of the first part in consideration of the sum of Thirteen Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party us of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The North Fifty (50) of Lot Two (2) in Block Seventeen (17) in West Lawrence in the County and State aforesaid, less right of way of Midland Railway Company, and the Atchison Topeka and Santa Fe Railway Company

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Thirteen Hundred Dollars purchase money according to the terms of three certain promissory notes this day executed and delivered by the said parties of the first part to the said party us of the second part: One for \$500 due two (2) years after date, One for \$400 due four years after date, and one \$400 due five (5) years after date, all with 8 per cent interest from Dec. 7-1897 and interest payable semi-annually and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party us of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party us of the second part his executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the party us making such sale on demand to the said parties of the first part heirs and assigns.

**In Witness Whereof**, The said party us of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

A. A. Cooper

Ada B. Young (SEAL.)  
Rufus C. Young (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } SS.  
County of Douglas

**Be it Remembered**, That on this 9<sup>th</sup> day of February, A. D. 1898, before me, A. A. Cooper, a Notary Public in and for said County and State, came Ada B. Young and Rufus C. Young to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

**In Witness Whereof**, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires March 26-1901 A. A. Cooper Notary Public.  
Recorded Aug 3<sup>rd</sup> A. D. 1898, at 11<sup>10</sup> o'clock A. M.

E. A. Kasold  
Register of Deeds.

Aug. 1st 1898.  
By mutual agreement between the parties it is hereby agreed that the rate of interest on this note shall be made 7 per cent increased as shown on the face of the note

E. A. Kasold  
Rufus C. Young  
Ada B. Young

The following is endorsed on the original instrument -  
This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand, this 4<sup>th</sup> day of September A.D. 1900.  
Edmund A. Kasold.  
Recorded Nos. 19-140.  
By Special Agent of Deeds -  
By Albert B. Chapman - Deputy.

