

JOURNAL CO., LAWYERS, KAN.

This Indenture, Made this Second day of February in the year of our Lord one thousand eight hundred and ninety nine between Henry Rinehart and Frances Rinehart (wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and The Trustees of Kansas Ye. Ry. Co. meeting of the Society of Friends of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand 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 of the second part their 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 half (1/2) of the north east quarter (1/4) of Section Thirty six (36), Township Thirteen (13), Range Nineteen (19).

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Henry Rinehart and Frances Rinehart 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 One Thousand dollars

according to the terms of and certain note of ten and ten cents this day executed and delivered by the said Henry Rinehart and Frances Rinehart to the said party of the second part: their heirs or assigns

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 of the second part their 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 of the second part 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 of the second part making such sale on demand to the said Henry Rinehart heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

Henry Rinehart (SEAL.)

Frances Rinehart (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this Second day of February, A. D. 1899, before me, John M. Newlin a Notary Public in and for said county and State, came Henry Rinehart and Frances Rinehart to me personally

known to be the same person 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 April 25, 1899 John M. Newlin Notary Public,

Recorded March 22 A. D. 1899, at 4¹⁰ o'clock P.M.

W. B. Saxman
Register of Deeds.

The full owing is endorsed on the original instrument.
The note herein described having been paid in full
this mortgage is hereby released and the lien thereby
created is discharged. As witness my hand this 15th day
of Feb. A. D. 1899.

R. C. Cox, President.

Recorded Mar 21 1899.
W. B. Saxman
Register of Deeds.