

This Indenture, Made this 29th day of December in the year of our Lord, one thousand nine hundred and two between R. L. Rice and D. J. Rice his wife of Ottawa in the County of Franklin and State of Kansas of the first part, and John F. Faucett of the second part. Witnesseth, That the said parties of the first part, in consideration of the sum of Eleven Hundred (\$1100⁰⁰) 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 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 half of The North West quarter of Section Two (2) Township Fourteen (14) and Range Twenty (20) containing 80 acres more or less, with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Parties of 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 for and clear of all encumbrances. This Grant is intended as a Mortgage to secure the payment of the sum of \$1100⁰⁰ Eleven Hundred Dollars, according to the terms of One certain promissory note this day executed by the said Parties of first Part to the said party of the second part, said note due five years after Date with 5 1/2% Interest Payable annually at Peoples Natl. Bank of Ottawa, Kansas, privilege to Pay \$100⁰⁰ or any multiple of that Amt. at any Interest Payment. And this conveyance shall be void if such payment be made as herein specified. But if default be made in such payments or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder thereof; and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon.

(For Release see Book 47 Page 490)