

MORTGAGE RECORD No. 42.

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This Indenture, Made this Twenty eighth day of October in the year of our Lord, twice hundred and one, between James A. Kasinger and Clara B. Kasinger, his wife, of Palmyra, Mo. in the County of Douglas and State of Kansas, of the first part, and Ralph P. Rice of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One hundred and forty three 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 part of 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:

This north thirty 30 acres of the west forty 40 acres of the north west quarter 1/4 of section Twenty 20 in Township Fourteen 14 of Range Twenty 20.

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 owner of the premises, above granted, and seized of a good and inalienable estate of inheritance therein, free and clear of all incumbrances Excepting a mortgage of Five hundred Dollars for five years.

This Grant is intended as a Mortgage to secure the payment of the sum of One hundred and forty three dollars according to the terms of One certain Note this day executed and delivered by the said parties of the first part to the said part of of the second part for one note of \$143.00 Dated Oct. 28th 1901 due in one year with 8 per cent. interest per annum, payable annually on October 28th of each year.

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 part of 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; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the part making such sale, on demand, to said 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, Sealed and Delivered in Presence of

James A. Kasinger [SEAL]
Clara B. Kasinger [SEAL]
[SEAL]

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 28th day of October A. D. 1901, before me



James A. Kasinger & Clara B. Kasinger, his wife, a Notary Public in and for said County and State, came 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 subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires June 28th 1904

Phoebe J. Pratt, Notary Public.

Filed for Record the 17th day of Oct A. D. 1901 at 2³⁰ o'clock P. M.

L. E. Schuman, Register of Deeds,
By Billie B. Schuman, Deputy.

The following 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 hereby terminated.
In witness my hand this 13th day of December A. D. 1903
Ralph P. Rice

Recorded Dec. 13 - 1903
Don E. McManus
Register of Deeds