

MORTGAGE RECORD NO. 58

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This Indenture, Made this 30th day of March in the year of our Lord nineteen hundred and twenty, between Henry A. Rappard and Matilda E. Rappard, husband and wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Delaware Carins of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Thirty-five hundred (\$3500.00) 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 West one half (1/2) of the Southeast one quarter (1/4) of Section Twenty six (Sec 26), Township Traction (Twp 14) Range Eighteen (R 18)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Henry A. Rappard do we hereby covenant and agree that at the delivery hereof his the lawful owner 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 Thirty-five hundred Dollars according to the terms of 5 certain promissory notes this day executed and delivered by the said parties of the first part to the said party of the second part each for the sum of \$700.00 and payable respectively, one, two, three, four and five years after date with interest at the rate of six percent per annum and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments for 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, 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 sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said Henry A. Rappard his 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 the presence of Henry A. Rappard (SEAL) Matilda E. Rappard (SEAL)

STATE OF KANSAS, } ss. Douglas County }
BE IT REMEMBERED, That on this 30 day of March A. D. 1922, before me, E. A. Wood a Notary Public in and for said County and State, came Henry A. Rappard and Matilda E. Rappard 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 subscribed my name and affixed my official seal on the day and year last above written
My Commission Expires April 10 1921 E. A. Wood Notary Public.
Filed for Record the 30 day of March A. D. 1922, at 502 o'clock P.M.
Estelle D. Schrup Register of Deeds
Fern E. Eloro Deputy.

This following is endorsed on the original instrument:

Timothy E. Smith described having been paid in full, this mortgage is hereby released and the fees thereon are hereby discharged.
Witness my hand this 30th day of April A.D. 1922
Lucas M. Smith Clerk
Shirley M. Smith Clerk

Recd April 13, 1922.

By E. A. Wood - Register of Deeds.

For Assignment See Book 17 Page 295