

This Indenture made this eleventh day of May in the year of our Lord one thousand eight hundred and eighty one between John Brunk and Sarah A. Brunk his wife of Marion Township in the County of Douglas and State of Kansas of the first part and Mary M. Gager of the second part.

Witnesseth that the said parties of the first part in consideration of the sum of Three hundred and fifty 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 her 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 south half of the north half of the north west quarter of Sec. No. Ten (10) and the north half of the south half of the north west quarter of Sec. No. Ten (10) both in Township No. fifteen (15) south of Range No. eighteen (18) east 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 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 Three hundred and fifty Dollars according to the terms of the certain promissory note this day executed by the said John Brunk to the said party of the second part due in three (3) years from date with interest from date until paid at the rate of eight (8) per cent per annum payable semi annually. And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment or any part thereof or interest therein or the taxes or if the insurance is not kept up thereon then this conveyance shall become absolute and the whole shall be due and payable and it shall be lawful for said party of the second part her 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 her executors administrators or assigns and out of all the moneys arising from such sale to return the amount then due for principal and interest and also for statutory damages in case of protest together with the costs and charges of making such sale and reasonable attorneys fee for foreclosure of this mortgage the said fee to be due and payable on filing petition for foreclosure and the surplus if any there be shall be paid by the party making such sale on demand

The following is indorsed on the original instrument
The within described note having been fully paid this mortgage is hereby released and the same hereby discharged
Witness my hand and seal this 11th day of May 1881
Mary M. Gager
Deputy Register of Deeds

The following is indorsed on the original instrument
I hereby assign & transfer all my right title and interest in the within mortgage and to the debt secured thereby to Ella M. Gager
John Brunk & Sarah A. Brunk
May 23rd 1881
Recorded Aug 26th 1881 at 2:30 p.m.
Mary M. Gager
Deputy Register of Deeds