

This Indenture, Made the 29th day of October in the year of our Lord one thousand eight hundred and eighty six, between Frederick Brune and Charlotte Brune his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Mary J. Smith of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Six Hundred 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 lands situated in the County of Douglas and State of Kansas, described as follows, to-wit:

Lots Nos. One Hundred and Seventy One (171) One Hundred and Seventy Three (173) One Hundred and Seventy Five (175) and One Hundred and Seventy Seven (177) and located on the West side of Mississippi Street in the City of Lawrence, 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 Six Hundred Dollars due in one (1) year with interest at the rate of nine (9) per cent per annum according to the terms of a certain Note this day executed and delivered by the said Parties of the first part to the said party of the second part; and this conveyance shall be void if such payment 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 shall become 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 retain the amount then due for principal and interest, together with the costs

The following is a true and correct copy of the original instrument recorded on this page
 In consideration of full payment of the within mortgage I hereby release the same
 This 9 day of Jan 1888 Mary J. Smith by Wm. C. Sinclair her attorney in fact
 Wm. C. Sinclair
 Register of Deeds

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