

In Witness Whereof I have hereunto set my hand and affixed my official seal on the day and year last above written.

(S.D.)

My Commission expires April 28, 1891.
Recorded Aug 9, 1889 at 11 o'clock A.M.

John M. Newlin

Notary Public

James Brooks
Register of Deeds

This Indenture, Made this fifth day of August in the year of our Lord one thousand eight hundred and eighty nine between John Brunk and Sarah A. Brunk, husband and wife, both of the Township of Marion in the County of Douglas and State of Kansas, of the first part and John M. Adler of the second part:

Witnesseth That the said parties of the first part in consideration of the sum of One Thousand 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 South One hundred and Twenty (120) acres of the North West Quarter (41) of the Section Number Ten (10) in Township number Fifteen (15) of Range number Eighteen (18) in said County and State 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, and that they will warrant and defend the same against all claims whatsoever. This Grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars according to the terms of One certain promissory note this day executed by the said Parties of the First Part to the said party of the second part, said note being given for the sum of One Thousand Dollars dated 6th August 1879 due and payable in three years from the date thereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payments be made as in said notes and coupons thereto attached, and as is hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mortgage, in the sum of Four hundred Dollars, in some insurance company satisfac-

The following is enclosed in the original instrument.
In consideration of full payment of the entire mortgage
I hereby release the entire title & say of March 1894
James Brooks

Recorded March 27, 1894

Assignment to
Creditor 9 Dec 69