

This Indenture, Made this _____ day of _____ in the year of our Lord one thousand eight hundred and eighty _____ between L. E. Brune and Mary Brune his wife of _____ in the County of _____ and State of _____, of the first part, and Daniel Walters of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Eight 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 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: Lot number One (1) and Parcel A Block number One hundred and thirty six (136) in the City of Andover County and State of Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said L. E. Brune and Mary Brune his wife 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 Eight Hundred Dollars

according to the terms of nine certain promissory notes this day executed and delivered by the said L. E. Brune and Mary Bruneburg to the said part of the second part:

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 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, appraisement hereby waived or not at the option of the party of the second part *his* executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party *y* making such sale on demand to the said *L. E. Brown and Mary Brown his wife their* heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

L. E. Bone (SEAL.)

Man, A. Brune (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS.

County of Douglas

Loss.

Be it Remembered, That on this _____ day of December, A. D. 1882, before me,
O. L. Richards, a Notary Public in and for said County and
State, came E. B. Rine and Mary B. Rine his wife
_____ 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires Dec. - 26 - 1887. O. G. Richards Notary Public.

Recorded March - 7 - A. D. 1887, at 1⁵³ o'clock P-M.

Register of Deeds.

Released on Book 35 Page 571-

(Assigned, see Book 81 Page 886)