

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 22nd day of January in the year of our Lord one thousand eight hundred and 92
between David Brubaker and Eliza A. Brubaker his wife
of Medina in the County of Douglas and State of Kansas
of the first part, and David Fager
of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five Hundred (500) 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 undivided Two North of the South West quarter (1/4) of Section Ten (10) in Township No. (13) of Range No. (18) East of the Sixth Principal Meridian in Douglas County Kansas, the same being 160 acres more or less

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said David Brubaker and Eliza A. Brubaker 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 Five Hundred dollars according to the terms of an certain promissory note this day executed and delivered by the said David Brubaker and Eliza A. his wife to the said party 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, appraisalment hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out of all 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 making such sale on demand to the said David Brubaker and Eliza A. his wife their heirs and assigns.

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

Signed and delivered in presence of

David Brubaker (SEAL.)
Eliza A. Brubaker (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 22nd day of January, A. D. 1892, before me J. H. Stewart Justice of the Peace, a Notary Public in and for said County and State, came David Brubaker and Eliza Brubaker Husband and wife to me personally known to be the same person 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 18

Recorded January 29th A. D. 1892, at 12:50 o'clock P. M.

J. H. Stewart Notary Public.
James Brooks Register of Deeds

The following is indorsed on the original instrument
The notes herein described having been paid in full, this mortgage
is hereby released and the lien thereby created, discharged.
As witness my hand this 7 day of August A.D. 1895
David Fager

Recorded August 7th 1895
James Brooks
Register of Deeds