

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this First day of April in the year of our Lord one thousand eight hundred and 92 between Finley Brundage and Mattie Brundage his wife of Media in the County of Douglas and State of Kansas of the first part, and Mrs. J. A. Benson of Nevada Mo. of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Thirty 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: Commencing at the Southeast corner of the North East quarter of Section Three (3) Township Fifteen (15) Range Nineteen (19) running due North Forty (40) rods, thence West Forty (40) rods, thence South Forty (40) rods, thence East Forty (40) rods to the place of beginning containing Ten (10) 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 Finley Brundage and Mattie Brundage his wife do hereby covenant and agree, 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

Thirty Dollars according to the terms of One certain Promissory note this day executed and delivered by the said Finley and Mattie Brundage before mentioned 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 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 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 Finley Brundage and Mattie Brundage their heirs and assigns.

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

Signed and delivered in presence of

James L. Steele  
Herman Gabriel

Finley Brundage (SEAL.)  
Mattie Brundage (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 1<sup>st</sup> day of April, A. D. 1892, before me John M. Spencer, a Notary Public in and for said County and State, came Finley Brundage and Mattie Brundage 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 Sept 20<sup>th</sup> 1892 John M. Spencer Notary Public.  
Recorded May 27 A. D. 1892, at 10<sup>45</sup> o'clock A. M.

James B. B. No Register of Deeds

The following is endorsed on the original instrument  
In consideration of full payment of the within mortgage  
I hereby release the same this 13th day of January 1894  
Mrs. J. A. Benson for  
J. M. Spencer her Agent for collection

Recorded January 13th 1894  
James B. B. No

