

JOURNAL CO., LAWYERS, KAN.

This Indenture, Made this 30<sup>th</sup> day of July in the year of our Lord one thousand eight hundred and ninety four between Frank H. Brune and Mary E. Brune husband and wife of Douglas in the County of Douglas and State of Kansas of the first part, and Joseph Lewis 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: The South West quarter of North East quarter of Section fifteen (15) Township Twelve (12) Range Nineteen (19) containing 40 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 Frank H. Brune who is same person as Frank Brune named as grantor in deed in Book 37, Page 414 said County do hereby covenant and agree that at the delivery hereof he is the lawful owner—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 five years after date with annual interest at 7 1/2 per cent per annum according to the terms of one certain promissory note this day executed and delivered by the said Frank H. Brune + Mary E. Brune 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, 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 making such sale on demand to the said Frank H. Brune his heirs and assigns.

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

Signed and delivered in presence of

Frank H. Brune (SEAL.)Mary E. Brune (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 30<sup>th</sup> day of July, A. D. 1894, before me, Geo. H. Banks Notary Public in and for said County and State, came Frank H. Brune and Mary E. his wife

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 1<sup>st</sup> 1896.Recorded July 30 A. D. 1894, at 7<sup>10</sup> o'clock P-M.Geo. H. Banks

Notary Public.

James Brooks

Register of Deeds.

The following was indorsed on the original instrument  
The note herein described having been paid in full this mortgage  
is hereby released and the lien thereby created discharged  
AS witness my hand this 7<sup>th</sup> day of Dec. A.D. 1898

Recorded Dec. 7<sup>th</sup> 1898

L. J. Saxman  
Register of Deeds

W. E. Fisher  
By

L. J.

Attorney in fact

Joseph Lewis  
By Geo. H. Banks