

This Indenture, Made this First day of November in the year of our Lord one thousand eight hundred and ninety four between John J. Bunce and Ellen H. Bunce (wife) of Grown in the County of Douglas and State of Kansas of the first part, and Mary J. Bailey 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 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 North East Quarter (1/4) of the South West quarter (1/4) also the North East quarter (1/4) of North West quarter (1/4) of South West quarter (1/4) Except West of County Road Begin at North East Corner of South West quarter (1/4) of North West quarter (1/4) of South West quarter (1/4) of Section Thirty Six (36) Township Eleven (11) Range Seventeen (17) North Three (3) Champs West One and 2/3 chains North Three (3) Champs East One and 2/3 chains to beginning all in Section Thirty Six (36) Township Eleven (11) Range Seventeen (17)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John J. Bunce and Ellen H. Bunce 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 One thousand Dollars according to the terms of One certain Notes in Coupons this day executed and delivered by the said John J. Bunce and Ellen H. Bunce 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 heirs 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 heirs 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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said John J. Bunce his 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

John M. Newlin

John J. Bunce

(SEAL.)

Ellen H. Bunce

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

**Be it Remembered,** That on this 9 day of November, A. D. 1894, before me, John M. Newlin, a Notary Public in and for said County and State, came John J. Bunce and Ellen H. Bunce 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 April 9 1895

Recorded Nov 9 A. D. 1894 at 5 o'clock P M.

John M. Newlin

Notary Public.

James Brooks  
Register of Deeds.

The following is enclosed on the original instrument:  
The note herein described having been paid in full this mortgage is hereby released and the lien hereby created discharged.  
As witness my hand this 12th day of May A.D. 1903.

Recorded Jan'y 12<sup>th</sup> 1903  
J. W. Robertson  
Register of Deeds.