

This Indenture, Made this 25 day of April in the year of our Lord one thousand eight hundred and ninety four between Eliza D. Bundy, formerly the wife of Carrie B. Woodring, and J. N. Bundy, her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Anna Mergberg of the second part,

Witnesseth, That the said part II of the first part in consideration of the sum of Fifty five (\$55.00) 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: lots number (31) thirty one and (32) thirty two in addition number (2) two in that part of the city of Lawrence known as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said part II of the first part therein. And the said Eliza D. Bundy & J. N. Bundy 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 fifty five dollars (\$55.00) according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said part II 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 part II 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 part II of the second part her executors, administrators or assigns; and out of all the moneys arising from such sale, 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 part II making such sale on demand to the said parties of the first part or their heirs and assigns.

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

Signed and delivered in presence of

Mrs. Eliza D. Bundy (SEAL.)
J. N. Bundy (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 25 day of April, A. D. 1894, before me, John Charlton, a Notary Public in and for said County and State, came Eliza D. Bundy and J. N. Bundy her husband 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 Aug 26 1896
Recorded Dec 18 A. D. 1894 at 9:56 o'clock A M.

John Charlton Notary Public.
James Brooks Register of Deeds.

The following is entered on 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 18th day of April 1896.
Anna Mergberg
Recorded April 18. 1896 James Brooks Register of Deeds.
J. W. Carmean Deputy