

This Indenture, Made this 29th day of January in the year of our Lord one thousand eight hundred and ninety five between Daniel Kungicker Jr. and Emma Kungicker his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Margaret Davis of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Twelve hundred & fifty 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 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: The East one half of the North West quarter and the North half of the South West quarter of Section Thirteen (13) Township Thirteen (13) Range Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Daniel Kungicker Jr. and Emma Kungicker 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 Twelve hundred & fifty dollars and the interest thereon according to the terms of one certain Note this day executed and delivered by the said Daniel Kungicker Jr. and Emma Kungicker to the said party her of the second part: Copy of note - Eudora Kansas Jan'y 29th 1895
\$1250 This occurs after date for value received. I promise to pay to the order of Margaret Davis Twelve hundred & fifty dollars with eight per cent interest per annum from date till paid. Interest to be paid annually, 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 her 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 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 her making such sale on demand to the said Daniel Kungicker Jr. and Emma Kungicker or their heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Daniel Kungicker Jr. (SEAL.)
Emma Kungicker (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, } SS.
 County of Douglas

Be it Remembered, That on this 29th day of January, A. D. 1895, before me, Charles H. Hill, a Notary Public in and for said County and State, came Daniel Kungicker Jr. and Emma Kungicker 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 Jan'y 27th 1896

Recorded Feb 1st A. D. 1895 at 3³⁰ o'clock P. M.

Notary Public.

James Brooke
 Register of Deeds.

The state herein described having been paid in full this mortgage is hereby released and the lien hereby created discharged. As witness my hand this 28th day of November A. D. 1899. Attest C. A. Hill

The following is endorsed on the original instrument

Recorded Nov 24th 1899.