

This Indenture, Made this 7 day of August in the year of our Lord one thousand eight hundred and ninety five between David Brubaker and Eliza A. Brubaker of Marion Township in the County of Douglas and State of Kansas of the first part, and David Jager of the same County and State of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six 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 East Quarter of the South West Quarter of Section No. 10 in Township No. Fifteen (15) South of Range No. Eighteen (18) East of the 6<sup>th</sup> P.M. containing forty acres of land 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 David Brubaker 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 Six Hundred Dollars according to the terms of One certain Promissory note this day executed and delivered by the said David Brubaker and Eliza A. Brubaker to the said party of the second part: payable five year after date with interest at eight per cent per annum payable 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 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 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 David Brubaker 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

David Brubaker (SEAL.)  
Eliza Brubaker (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 7 day of August, A. D. 1895, before me, James Brooks a Notary Public in and for said County and State, came David Brubaker and Eliza A. Brubaker 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 November 7 1897  
Recorded Aug 7 A. D. 1895 at 10:30 o'clock A. M. James Brooks Notary Public.

James Brooks  
Register of Deeds.

(The following is endorsed on the original instrument)  
The act herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 19 day of Sept, A. D. 1895

Elizabeth Jager  
by J. A. Brubaker atty or fact

Recorded Sept 20, 1895  
Hoyd L Lawrence  
Register of Deeds