

This Indenture, Made this Second day of March in the year of our Lord one thousand eight hundred and ninety th between Charles F. Bruce and Anna J. Bruce his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and E. Zimmerman of the second part,

**Witnesseth**, That the said part 1st of the first part in consideration of the sum of Seventeen Hundred and Fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha<sup>ve</sup> sold and by these presents do grant, bargain, sell and mortgage to the said part 2d 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 North eighteen 1/2 acres of South West quarter of Section No Twelve (12) and the South Sixty-four (64) acres of the North West quarter of Section No 12, all in Township No. Twelve (12) South of Range No. Nineteen (19).

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Charles F. Bruce and Anna J. Bruce do hereby covenant and agree that at the delivery hereof they are the lawful owner<sup>s</sup> 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 Seventeen Hundred and Fifty Dollars according to the terms of Four certain Notes this day executed and delivered by the said Charles F. Bruce and Anna J. Bruce to the said part 1st of the second part: for \$300 in one year, \$300 in two years, \$500 in three years, \$650 in four years, interest payable annually according to Note.

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 1st 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 part 1st making such sale on demand to the said Charles F. Bruce, his heirs and assigns.

**In Witness Whereof**, The said part 1st of the first part, ha<sup>ve</sup> hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

L. S. Stule

Chas. F. Bruce

(SEAL.)

Anna J. Bruce

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

**Be it Remembered**, That on this 2 day of March, A. D. 1896, before me, L. S. Stule, a Notary Public in and for said County and State, came Charles F. Bruce and Anna J. Bruce his wife to me personally known to be the same person<sup>s</sup> 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 June 18 1898

Recorded March 2 A. D. 1896 at 4 o'clock P M.

Notary Public.

L. S. Stule

James Brooks

Register of Deeds.

The following is endorsed on the original instrument —  
 The note herein described having been paid in full, this mortgage  
 is hereby released, and the claim thereby created discharged.  
 As witness my hand, this 9<sup>th</sup> day of September, A.D. 1902 —  
E. Zimmerman  
 Deputy Register of Deeds.  
 By Lilli W. Norman  
 Register of Deeds.  
 Recorded - Sept - 28 - 1902 -  
 By Lilli W. Norman