

**This Indenture**, Made this 5th day of January in the year of our Lord one thousand eight hundred and ninety seven between Leonard R. Bryan and Sallie S. Bryan his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Kirby Bunnell of Montrose Pa of the second part,

**Witnesseth**, That the said parties of the first part in consideration of the sum of Twelve Hundred (\$200) 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 North East Quarter of Section No. Twentyone (21) in Township No. Twelve (12) South of Range No. Nineteen (19) East

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said S. R. Bryan and Sallie S. Bryan 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 Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said S. R. Bryan and Sallie S. Bryan to the said party of the second part: Payable five years after date with interest as evidenced by five coupons attached to said 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 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 S. R. Bryan and Sallie S. Bryan heirs and assigns.

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

Signed and delivered in presence of  
J. S. Steele Leonard R. Bryan (SEAL.)  
Sallie S. Bryan (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

**Be it Remembered**, That on this 6th day of January, A. D. 1897, before me, J. S. Steele, a Notary Public in and for said County and State, came Leonard R. Bryan and Sallie S. Bryan 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 June 18, 1898 J. S. Steele Notary Public.  
Recorded January 8 A. D. 1897, at 9<sup>40</sup> o'clock A. M.  
James Brooks Register of Deeds.

The following is included in the original instrument  
See consideration of full payment of the within mortgage & hereby release the same and  
the note herewith devised having been paid in full this mortgage is hereby released and  
the heirs & assigns are discharged. As Witness my hand this 5th day of October A.D. 1900.  
Kirby Bunnell  
W. S. Harding  
General Standing

G. S. Bowman Register of Deeds

Recorded Nov 16th 1900.

