

This Indenture, Made this Seventh day of November in the year of our Lord one thousand eight hundred and ninety nine between Charles F. Bruce and Anna J. Bruce, husband and wife of Artesia in the County of Los Angeles and State of California of the first part, and D. H. Henley of the second part,

Witnesseth, That the said part of of the first part in consideration of the sum of One Thousand 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 part of 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 and 4/100 acres of the south west quarter of section number Twelve (12) and the south sixty four (64) acres of the north west quarter of section number Twelve (12) all in Township number number Twelve (12) South of Range number Nineteen (19) East of the sixth (6) Principal Meridian and containing eighty two 2/100 (82 2/100) Acres more or less

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Parties of the first part do hereby covenant and agree that at the delivery hereof they are 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 One Thousand Dollars

according to the terms of One certain Mortgage note this day executed and delivered by the said Charles F. Bruce and Anna J. Bruce to the said part of of the second part: Due on the 7<sup>th</sup> day of November 1904 with interest from date to maturity or default as evidenced by coupons attached to said note and interest after maturity or default at the rate of ten per cent. per annum until fully paid 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 of 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 part of of the second part 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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the part of making such sale on demand to the said Parties of the first part their heirs and assigns.

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

Signed and delivered in presence of  
G. P. Truitt Charles F. Bruce (SEAL.)  
Burtot Truitt Anna J. Bruce (SEAL.)  
 STATE OF KANSAS, California } SS. \_\_\_\_\_ (SEAL.)  
 County of Los Angeles }

Be it Remembered, That on this 15<sup>th</sup> day of Nov, A. D. 1899, before me, G. P. Truitt, a Notary Public in and for said county and State, came Charles F. Bruce and Anna J. Bruce, husband and wife 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 March 24, 1904 G. P. Truitt Notary Public.  
 Recorded November 25 A. D. 1899, at 3<sup>40</sup> o'clock P. M. Notary Public in and for  
the county of Los Angeles, State of California.  
B. S. Doxman 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 lien thereby created, discharged. As witness my hand this 20<sup>th</sup> day of Sep. 1 and, - 1902 -  
 D. H. Henley,  
 By A. Henley, Atty. in fact.  
 Recorded - Sect. 20 - 1902 -  
 B. S. Doxman,  
 Register of Deeds,  
 By Billie Robertson,  
 Deputy.

