

MORTGAGE RECORD No. 42.

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This Indenture, Made this Twenty fifth day of February in the year of our Lord, Nineteen
hundred and four, between William H. Brune and Helena Brune his wife
Johnson and State of Kansas, of the first part, and A. Palmer Trustee of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
One Thousand four 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 part 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: Beginning on the South line of the North East quarter of
Section (ten) of Town ship (four) Range (ten) North (9) Quarter (3) Chaine Ninety Eight (98) links
West of South East corner of said quarter Section, thence North Nine (9) chaine West Elearn
chaine Elearn links, thence South Nine (9) chaine to South line of said quarter section
fourteen (14) chaine and Ninety one (91) links East of South West corner of said quarter
section, thence East Elearn (11) chaine and Elearn (11) links to beginning, to (W) sec.
Also beginning at South West corner of North East quarter of Section (16) Township (four)
Range (ten) North (9) Quarter (3) chaine to North West corner of said quarter
section, thence East on North line fourteen (14) chaine and Ninety one (91) links, thence
South forty (40) chaine to South line of said quarter section, West fourteen (14) chaine
and Ninety one (91) links to beginning containing 59 1/4 acs.

with all the appurtenances, and all the estate, title and interest of the said part 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 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
Fourteen hundred dollars

according to the terms of one certain Mortgage Note this day executed
and delivered by the said Parties of the first part to the said part of the second part
payable four years after date with interest at six percent per annum payable
semi annually according to coupons attached to said note, also privilege reserved to pay
in full at end of three years.

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 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; 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 of making such sales, and the overplus, if
any there be, shall be paid by the part of making such sale, on demand, to said Parties of the first part their
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, Sealed and Delivered in Presence of
Hugh Blair William H. Brune [SEAL]
Helena Brune [SEAL]

STATE OF KANSAS,
County of Douglas

BE IT REMEMBERED, That on this 25th day of Febry A. D. 1904, before me
Hugh Blair a Notary Public in and for said County and State, came

William H. Brune and Helena Brune 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 subscribed my name and affixed my official seal on the day and
year last above written.

My Commission Expires 28th Dec 1905 Hugh Blair Notary Public.

Filed for Record the 26th day of February A. D. 1904, at 2²⁵ o'clock P. M.
W. Armstrong Register of Deeds.
By J. C. Lawrence Deputy.

For Release see Book 48 Page 127 (For Assignment see Book 44 Page 186)