

convey to the said party of the second part his heirs and assigns forever, the following tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit:

The South west quarter of the northeast quarter of Section fifteen (15) in Township twelve (12) of Range nineteen (19), with the appurtenances and all the estate, title and interest of the said parties 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; that they have good right to sell and convey said premises, and that they will Warrant and Defend the same against the lawful claims of all persons.

This Grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars and interest thereon, according to the terms of one certain mortgage note and ten interest notes or coupons, this day executed by the said Parties of the first part to-wit:

Note No. 1, for Five Hundred Dollars, due December 1<sup>st</sup> 1890, all dated November 25<sup>th</sup> 1885, payable to Edward Russell or order, at the Merchants Bank of Lawrence Kansas, with New York Exchange with interest, payable semi-annually, on the first days of June and December in each year, according to coupons attached to said note. The parties of the first part further agree that they will pay all taxes and assessments upon the said premises before they shall become delinquent; and they will keep the buildings on said property insured in some approved Insurance Company, payable in case of loss, to the mortgagee or assignee, and deliver the policy to the mortgagee, as collateral security hereto.

Now, if such payments be made as herein specified this conveyance shall be void, and shall be released upon demand of the parties of the first part. But if default be made in the payment of said principal sum, or any part thereof, or any interest thereon, or of said taxes or assessments as provided, or if default be made in the

The note herein described having been paid in full this Mortgage is hereby released and the said bond created discharged  
As witness my hand this 2<sup>nd</sup> day of December 1890  
Edward Russell

Recorded December 2<sup>nd</sup> 1890  
J. Russell, Deed