

This Indenture made this 1st day of January in the year of our Lord one thousand eight hundred and eighty six, between Oliver Barber and Malinda Barber his wife (being of lawful age) of the County of Douglas and State of Kansas, of the first part and Edward Russell of Lawrence Kansas of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Seven hundred Dollars to them in hand paid, the receipt whereof is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and 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 East half of the Northeast quarter "less one and one half ($1\frac{1}{2}$) acres, School Lot" of Section eleven (11) in Township thirteen (13) of Range eighteen (18). The parties of the first part reserve the right to pay this loan at the end of three years or any interest payment thereafter, 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 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 Seven 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: No. No. 1, for Seven hundred Dollars, due January 1st 1891, all dated January 1st 1886, payable to Edward Russell or order, at the Merchants