

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 Northwest fractional quarter of Section two (2) in Township fourteen (14) of Range nineteen (19) containing one hundred sixty six $\frac{3}{4}$ (166 $\frac{3}{4}$) Acres 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 Eight hundred Dollars and interest thereon, according to the terms of two certain mortgage notes and 15 interest notes or coupons, this day executed by the said Parties of the first part to-wit:

Note No. 1. for Four hundred Dollars, due March 1st 1889

Note No. 2. for Four hundred Dollars, due March 1st 1892

all dated February 12, 1886 payable to Edward Russell or order, at the Merchants Bank of Lawrence Kansas with N.Y. Exchange with interest, payable semi-annually, on the first days of March and September in each year, according to coupons attached to said notes.

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 assigns, 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

The notes herein described having been paid in full, this mortgage is hereby

released and the sum hereby created discharged

this 2nd day of July 1888

at Lawrence, Kansas

Witness my hand and seal this 2nd day of July 1888

Edward Russell