

This Indenture made this 13th day of September in the year of our Lord one thousand eight hundred and eighty six between Charles F. Stanley and Oline Stanley 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 Twelve 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 North east quarter of Section twenty eight (28) in Township twelve (12) of Range nineteen (19) containing 160 acres. The parties of the first part reserve the right to pay off this loan Sept. 1st 1887 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 as the debtors 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 Twelve hundred Dollars, and interest thereon, according to the terms of one certain mortgage note and six interest notes or coupons, this day executed by the said Parties of the first part, to wit: Note No. 1 for Twelve hundred Dollars, due September 1st 1887, all dated September 1st 1886, payable to Edward Russell or order at the Bank of Porters & Traders Hall Bank New York City, with interest payable semi-annually, on the first days of March and September 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.

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, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part. And in case of such default of any sum covenanted to be paid, for the period of ten days after the same becomes due, the said ^{first} parties agree

The following is recorded on the original instrument
The note herein described having been paid in full this mortgage
is hereby released and the same thereby and is discharged
At witness my hand. This 18 day of Sept. 1889
Recorded Sept. 20th 1889 at 10:00 AM
Edward Russell