

This Indenture, Made this 9th day of November in the year of our Lord one thousand eight hundred and eighty six, between Elyah Anderson a widower (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 party of the first part, in consideration of the sum of Six hundred Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, has sold, and by these presents does 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 South half of the Southwest quarter of Section Nineteen (19) in Township Thirteen (13) of Range Twenty one (21) with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances; that he has good right to sell and convey said premises, and that he 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 Six 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 party of the first part to-wit:

Note No. 1 for Six hundred Dollars, due December 1st, 1891, all dated November 9th 1886, payable to Edward Russell or order, at the Importers & Traders National Bank New York City with interest; payable semi-annually, on the first days of June and December in each year, according to coupons attached to said note. The party of the first part further agrees that he 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

(Assigned See Book 3, Page 455) (In Volume See Book 33, Page 622)