

This Indenture, Made this 22^d day of November in the year of our Lord one thousand eight hundred and eighty six between Thomas N. Joy and Elizabeth Joy 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 parties of the first part, in consideration of the sum of Eight 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 West half of the North west quarter of Section Six (6) in Township fourteen (14) of Range Twenty one (21) being the homestead of the parties of the first part, 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 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 well 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 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 Eight hundred Dollars, due December 1st, 1891, all dated November 22^d 1886 payable to Edward Russell or order, at the Importers & Traders Natl 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 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.

The following is a true and correct copy of the original indenture as the same is described having been paid in full this mortgage is hereby acknowledged and the same shall be a full discharge of all matters hereof dated the 20th day of April A.D. 1899
Attest my hand this 20th day of April A.D. 1899
Edw Russell
W. B. Kelley
J. D. Morrison
Register of Deeds
L. J. McCarroll
Clerk

1899

Recorded April 29th 1899.
(For Assignment see Mortgage Book 311 Page 293)