

This Indenture, Made this first day of November in the year of our Lord one thousand eight hundred and eighty seven, between N. B. Anderson a single man (being of lawful age) of the County of Douglas, and State of Kansas, of the first part, and Edward Russell, Lawrence, Kansas, of the second part;

Witnesseth, That the party of the first part, in consideration of the sum of Four hundred and twenty five 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 North half of the South West fractional quarter of Section Thirteen (13) of Township thirteen (13) in Range twenty one (21)

The party of the first part reserves the right to pay this loan off at the end of three years or any interest payment thereafter by paying one month extra interest.

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 claim of all persons.

This Grant is intended as a Mortgage to secure the payment of the sum of Four hundred and twenty five 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 N. B. Anderson to wit:

Note No. 1. for Four hundred and twenty five Dollars, due November 1st, 1892 all dated November 1st, 1887, payable to Edward Russell, or order, at the Importers and Traders National Bank, New York City, N. Y., with interest payable semi-annually on the first day of May and November 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 party 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,

(Released See Book 3 5 Pages 590)

Assigned See Book 3 5 Pages 593