

This Indenture Made this 25th day of July in the year of our Lord one thousand eight hundred and eighty-seven, between Anthony Rutz - 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 Seven 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-west Quarter of Section Thirty-five (35) in Township Eleven (11) of Range Seventeen (17)

said Anthony Rutz, by agreement, may pay at the end of two years, on July 1st, 1889, one hundred dollars or any sum in excess thereof, or at the end of any year thereafter 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, except upon the 5th of said SW 1/4 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 payment of the sum of Seven hundred Dollars, and interest thereon, according to the terms of one certain mortgage note and 10 interest notes or coupons, this day executed by the said Anthony Rutz, to-wit: Note No. 1, for Seven hundred Dollars, due July 1st, 1892 all dated July 25, 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 days of January and July 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

The following is indorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien hereby created discharged.
Attest my hand this 15th day of August 1889
Edward Russell

Recorded August 15th 1891

James (770512)

Register