

(See Book 22, Page 123 for assignment)
 This Indenture, Made this first day of August in the year of our Lord one thousand eight hundred and eighty seven, between George W. Ross and Mollie Ross his wife and William W. Banning 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 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 North east quarter of the North east quarter of Section Thirteen (13) in Township Twelve (12) of Range Nineteen (19) 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 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 claim 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 six 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 September 1st, 1890, all dated August 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 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; and they will keep the buildings on said property insured for \$ 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

The following is paid and on mortgage indenture.
 The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

Attest Q. W. Myrick, My hand this September 8th 1890

Nathaniel Myrick

Recorded Sept 15, 1890 at 9 o'clock A. M. James Brooks Register of Deeds

By A. W. Carmean Deputy