indefeasible estate of inheritance therein; that they have good right to sell and convey said premises, subject however to a prior mortgage for $300.00 of this date, made to Edward Russell.

This Grant is intended as a mortgage to secure the payment of the sum of Thirty Dollars according to the terms of ten certain mortgage notes this day executed by the said parties of the first part all dated Jany 20th 1888, payable to Edward Russell or order, at the Importers & Traders Natl Bank New York City N.Y.

Now, If such payment be made as herein specified, this conveyance shall be void, and shall be released upon demand of the parties 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 in the taxes or assessments, or if default be made in the payments upon the first mortgage or any agreement therein, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, and in case of such default of any sum covenanted to be paid, for the period of ten days after the same becomes due, the said first parties agree to pay to said second party and his assigns, interest at the rate of 12 per cent. per annum computed annually on said notes from the date thereof to the time when the money shall be actually paid, and any payment made on account of interest shall be credited in said computation, so that the total amount of interest collected shall be, and not exceed the legal rate of 12 per cent. but the party of the second part may pay any unpaid taxes charged against said property, or may pay the interest coupons upon the first mortgage, and may pay for any insurance required under the first mortgage, and may recover for all such payments, with interest at twelve per cent. in any suit for foreclosure of this mortgage; and it shall be lawful for the party of the second part his executors, administrators and assigns at any time thereafter to sell the

The following is indorsed on the original instrument
For Value received, I hereby sell and assign the within mortgage to B.W. Fleming
As Witness my hand this 12 day of Feby A.D. 1891 - Edward Russell
State of Kansas County of Douglas S.S. On this 16th day of Feby A.D. 1891 before me a Notary Public in & for said County & State came Edward Russell to me personally known to be the same person who executed the above assignment & duly ackd the same Witness my hand & Notarial seal
L.S. Wilder S. Metcalf
Com expires Nov 28th 1892 Notary Public
Recorded February 19th 1891 at 3 o'clock P.M.
James Brooks
Register of Deeds