

State of Adams County of Douglas, S.D. On this 16th day of July A.D. 1891 before me a Notary Public in and for said County and State came Edward Russell to me personally known to be the same person who executed the above assignment and duly acknowledged the same.
As witnesses my hand and official seal
Recorded February 19th 1892 at 3 o'clock P.M.

Hilder of Metcalf

This Indenture, Made this 30th day of January in the year of our Lord one thousand eight hundred and eighty eight, between Asbury Burnett and Mary J. Burnett his wife (being of lawful age) of the County of Douglas, and State of Kansas of the first part and Edward Russell of same County of the second part, Witnesseth; That the parties of the first part, in consideration of the sum of Seventeen 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 South thirty acres of the North West quarter of Section Two (2) of Township Twelve (12) in Range Seventeen (xvii) 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 above granted, and seized of a good and indefeasible estate of inheritance therein; and that they have good right to sell and convey said premises, subject however to a prior mortgage for \$200⁰⁰ of this date, made to Edward Russell.

This Grant is intended as a Mortgage to secure the payment of the sum of Seventeen Dollars, according to the terms of five certain mortgage notes this day executed by the said Asbury Burnett all dated Jan'y 31st 1888, payable to Edward Russell or order, at the Merchants National Bank in Lawrence Kansas, with New York Exchange. 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