This Indenture, Made this twenty seventh day of February in the year of our Lord one thousand eight hundred & eighty eight, between David K. Henry and Delia L. Henry, his wife (being of lawful age) of the County of Douglas, and State of Kansas, of the first part, and Edward Russell of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of One hundred & fifty nine 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 & 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 west quarter of Section twenty four (24) in township twelve (12) of Range seventeen (17) with the appurtenances & 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; 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 One hundred & fifty nine Dollars, according to the terms of ten certain mortgage notes this day executed by the said David K. Henry & Delia L. his wife all dated Feby 27th 1888, payable to Edward Russell or order, at the Importers & Traders National Bank, New York City 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 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

The following is endorsed 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 SS. 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.
As witness my hand & official seal
Recorded February 19th 1891 at 3 o'clock P.M.
Com expires Nov 28' 92 (L.S.) [illegible] Metcalf Notary Public
[illegible] Brooks Register of Deeds