

This Indenture Made this twenty fifth day of February in the year of our Lord One Thousand eight hundred and eighty eight between Geo. F. Smith and Anna E Smith his wife 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 Sixteen 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 West fractional quarter of section seven (7) in Township Fourteen (14) of Range Twenty (20) and being the homestead of the said parties of the first part 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 Sixteen Hundred Dollars and interest thereon according to the terms of a certain mortgage note and ten interest notes or coupons this day executed by the said Geo. F. Smith and to wit Note No 1 for Sixteen Hundred Dollars due March first 1893 all dated February 25th 1888 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 September and March in each year according to coupons attached to said notes. 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 2- 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 hereof. Now if such payments 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 of said taxes or assessments as provided or if default be made in the agreement to insure then this conveyance shall become absolute and the whole of said principal and interest shall immediately become due and

The following is endorsed on the original instrument
The note herein described having been paid in full, this mortgage
is hereby released and the lien thereby created discharged
As witness my hand this 28 day of Apr. A. D. 1892
Edward Russell

Recorded April 30 1892

Anna Brooks

Register of Deeds