This Indenture Made this 14th day of March in the year of our Lord One Thousand eight hundred and eighty eight between Thomas B. Smith and Sarah A. Smith his wife (being of lawful age) of the County of Douglas and State of Kansas of the first part and Edward Russel of Lawrence Kansas of the second part.

Witnesseth That the parties of the first part in consideration of the sum of Seventy Seven 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 half of the North West quarter of Section Twenty Seven (27) in Township Thirteen (13) South of Range Twenty (20) East of Sixth P.M. 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: that they have good right to sell and convey said premises subject however to a prior Mortgage for $250.00 of Mch 22d 1886 Made to Edward Russell and one of same date for $23.20

This Grant is intended as a Mortgage to secure the payment of the sum of Seventy Nine Dollars according to the terms of one certain Mortgage notes with coupons attached for interest this day executed by the said parties of the first part all dated March 14 1888 payable to Edward Russell or order at the Douglas County 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 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

Del. Feb. 1889 is endorsed on the original instrument
The within instrument has been released and satisfied. Also the mortgage
mentioned is hereby released and satisfied. Witness my hand this 20 day of April 1889
Edward Russell
Attest Chas Walter
Recorded April 27th 1889 & Comp. Books
Register of Deeds