thence West Sixty Five (65) Rods South fifty five and 65/100 (55 65/100) rods: East Sixty Five (65) rods: North fifty five and 65/100 (55 65/100) rods to the place of beginning 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 $1700.00 of this date made to Edward Russell. This Grant is intended as a Mortgage to secure the payment of the sum of One hundred and twenty seven and 00/100 Dollars according to the terms of ten certain mortgage notes this day executed by the said John S. Speraw and Lydia Speraw his wife all dated March 17th 1888 payable to Edward Russell or order at the Importers and Traders National Bank of New York City N.Y. 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 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 premises hereby granted or any part thereof in the manner prescribed by law appraisement waived or not at the option of the party of the second part and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument and interest at twelve per cent per annum from the time of said default until paid together with the costs and charges of making such sale and a reasonable attorney's fees for the foreclosure of this mortgage to be taxed as other costs in the suit.

The following is indorsed on the original instrument
For value received I hereby sell and assign the within mortgage to B. W. Fleming
Witness my hand this 12 day of Feby A.D. 1891 Edward Russell
State of Kansas County of Douglas S.S. Be it remembered on this 18th day of Feby A.D. 1891 before me a Notary Public in and 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
In witness my hand and official seal
Com expires Nov 28th 92
Fillen J. Metcalf
Notary Public
Recorded February 19 1891 at 3 o'clock P.M.
Jennie Bragg
Register of deeds