

The following Assignment is Endorsed on the original instrument
 For value received I do hereby Sell and Assign this Mortgage and the
 notes therein described to Edward Russell.

Recorded March 11th 1903.

Attest: Overman.

Register of Deeds.

For Release See Book 39 Page 373

This Indenture, Made this second day of April in the year of our Lord one thousand eight hundred & eighty eight, between Solomon Wertz & Elmor A. Wertz, husband and wife (being of law-
 ful 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 Two 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 & State
 of Kansas, described as follows, to wit:

The North forty (40) acres of the South West quarter of Section
 Eight (8) in Township fourteen (14), of Range twenty one (21) 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 con-
 vey said premises, and that they will Warrant & 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 Two 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 Solomon Wertz & Elmor A.
 Wertz, husband and wife to wit:

Note No. 1, for Two hundred Dollars, due April first, 1893 all dated
 April 2nd 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 days of April and October in
 each year, according to coupons attached to said note. 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 \$ in some approved Insurance Company, pay-
 able in case of loss, to the mortgage or assigns, and deliver the policy
 to the mortgage, as collateral security thereto.

Now, if such payments be made as herein specified, this con-
 veyance shall be void, and shall be released upon demand of
 the parties of the first part. But if default be made in the pay-
 ment of said principal sum, or any part thereof, or any interest