

This Indenture, Made this fourteenth day of May in the year of our Lord one thousand eight hundred and eighty eight between John T. Place and Phoebe M. Place, husband and wife (being of law full age) of the County of Douglas and State of Kansas, of the first part, & Edward Russell of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of six 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: Lot Thirty-four (34) on New York street in the City of Lawrence 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 say, that 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 six hundred dollars, and interest thereon, according to the terms of a certain mortgage note and ten interest notes or writings, this day executed by the said John T. Place and Phoebe M. Place to wit: Note No. 1, for six hundred dollars, due June 1st, 1893 all dated May 14th 1888 payable to Russell & Mitrall for order, at the Interests Traders National Bank of New York City with interest payable semi annually on the first days of June and December in each year, according to covenants 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, payable in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee, as collateral security hereto. 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 of said taxes or assessments, as provided, or if default be made in the agreement to insure, then this conveyance shall become

The following is endorsed on the original instrument
The party herein described having been paid in full the amount of
no. three hundred and one hundred dollars, created March 1st
A. D. 1891,
As witness my hand this 7th day of Nov. A.D.
Edward Russell

Recorded January 1st 1892
At the office of
Julia Brooks
Attala Bookseller