

whereof is hereby acknowledged, has sold, and by these presents does 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 West One half of Block Twenty six (26) in West Lawrence, in the City of Lawrence with the appurtenances and all the estate, title and interest of the said party of the first part therein above granted, and seized of a good and indefeasible estate of inheritance therein; that he has good right to sell and convey said premises, subject however to a prior mortgage for \$300.00 of this date made to Edward Russell.

This Grant is intended as a Mortgage to secure the payment of the sum of Forty five Dollars according to the terms of one certain mortgage note this day executed by the said Hannibal H. Rohe dated May 15th 1885, payable to Russels, Mitchell or order, at the Merchants 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 party 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 or amounts 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 10 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

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 hereby created discharged
All witnesses my hand this 15th day of November 1890
Edward Russell

Recorded for number 24th 1890
James O. Griffith
County Clerk