

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:

Commencing where Tennessee Street crosses the North line of Penn Street, thence West with said North line One hundred & fifty (150) feet, thence North One hundred (100) feet, thence North 50° East to within nine (9) feet of the center of the Kansas City, Topeka and Western Rail Road Co's track, thence along said Rail Road line to the West line of Tennessee Street, thence South to beginning, being a part of Reserve Three (3), in the City of Lawrence. Said Grantors above named being the only surviving heirs of Franklin Davis deceased and Samira Davis deceased 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 convey said premises, and that they will Warrant & Defend the same against the lawful claims of all persons.

This Grant is intended as a Mortgage to secure the payment of the sum of Four hundred Dollars, and interest thereon, according to the terms of a certain mortgage note and Eight interest notes or coupons, this day executed by the said R. M. Davis & wife A. S. Olin and wife and O. A. Davis and wife to wit:

Note No. 1, for Four hundred Dollars, due June 1, 1890 all dated May 17th 1885, payable to Russell & Mitcalf or order, at the Subscribers & Traders National Bank, New York City, N.Y. with interest payable semi-annually on the first days of June and December 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, payable in case of loss, to the mortgage or assigns, and deliver the policy to the mortgage, as collateral security herefor. Now if such payments 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 absolute, and the whole of said principal and interest shall

The following is restored on the original instrument
The note herein described having been paid in full, this mortgage
is hereby released and the liber thereby created discharged
As Witness My hand this 23 day of Oct. 28. 1890
Edward Russell

Recorded October 24th 1890
James B. Russell