

That Substantive made this first day of June in the year of our Lord one thousand eight hundred and eighty eight, between Peter E. Lott and Agnes T. Lott his wife being of lawful age of the County of Douglas, and State of Kansas of the first part, and Edward Russell of Lawrence Kansas of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of Twenty and 00/100 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: The East half of the South East quarter of Section Two (2) in Township Twelve (12) of Range Nineteen (19) 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 \$50.00 of this date, made to Edward Russell.

This grant is intended as a Mortgage to secure the payment of the sum of Twenty and 00/100 dollars according to the terms of ten certain mortgage notes this day executed by the said parties of the first part all dated June 1st 1888 payable to Russell's Wife or order, at the Bankers' Trust and Savings National Bank N.Y. City 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 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 hereof 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 following is endorsed on the original instrument.
The note herein described having been paid in full this mortgage is hereby released and the said party of the first part discharged.
At witness my hand this 1st day of Sept 1888
Edward Russell