

This Indenture, Made this Nineteenth day of November in the year of our Lord one thousand eight hundred and eighty eight, between J. T. Place and Phoebe M. Place, husband and 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 Eight 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 Numbered Seventy (70) on West Hampshire Street in the City of Lawrence.

The grantors herein reserve the right to pay the note hereby secured on December first 1891, 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, 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 Eight Hundred Dollars, and interest thereon, according to the terms of one certain mortgage note and ten interest notes or coupons, this day executed by the said Parties of the first part to wit:

Said No. 1, for Eight Hundred Dollars, due December first, 1893 all dated November 19th 1888, payable to Russell's Miteals, or order, at the Emporium National Bank of New York City, with interest, payable semi-annually 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 \$900.00 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 in-

The following is enclosed on the original instrument.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

As witness my hand, this 17th day of June A.D. 1890

Edward Russell

Witness my hand and seal this 19th day of November 1888