

This Indenture, Made this Seventh day of December in the year of our Lord one thousand eight hundred and eighty eight between John T. Roe and Mary Roe, husband and wife (being of lawful ages) 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 Three Hundred Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, have sold, and by these presents granted, bargained, sold and conveyed 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 North West Quarter of section Twenty-four (24) in Township fourteen (14) of Orange Twenty (20) 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 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 Three Hundred Dollars, and interest thereon, according to the terms of one certain mortgage note and four interest notes or coupons, this instrument executed by the said parties of the first part, to wit: Note No. 1, Three Hundred Dollars, due December first, 1890 all dated December 7<sup>th</sup> 1888, payable to Russell & Metcalf or order, at the Importers & Merchants National Bank of New York City with interest, payable semi-annually on the first days of June and December in each year, according to coupons attached to said note. The said 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 if such payments be made as herein specified, this conveyance shall be void, and shall be retained 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 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

The following is sealed on the original instrument  
The tract herein described having been paid in full, this  
mortgage is hereby released and the date when sealed discharged  
All balance due having this 3<sup>rd</sup> day of Dec 1890  
Recorded December 6th 1890  
Edward Russell  
Amherst Bridge  
Regd. by  
John T. Roe