

This Indenture, Made the twenty fourth day of December in the year of our Lord one thousand eight hundred and eighty eight, between William J. Peter and Mary B. Peter 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 One thousand 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 parcels of land, situated in the County of Douglas and State of Kansas, described as follows to wit:

The West half of the South twenty five acres of the North六十 acres of the South West quarter of Section Number 44 in Township Fifteen Range Twenty (20) also Lot number Fifty one (51) on College Street and Sixty Ninety (90) and Ninety one (91) on South Street in Mound as shown on plat on file in Office of Register of Deeds of said County of Douglas 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 defensible estate of inheritance therein, free and clear of all incumbrances, 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 One thousand Dollars, and interest thereon, according to the terms of one certain mortgage note and two interest notes or coupons this day executed by the said parties of the first part to wit: Note No. 1, for One thousand Dollars due January 1<sup>st</sup> 1894 all dated December 24<sup>th</sup> 1888, payable to Russell & McCallof or order, at the Bankers and Bradew National Bank New York City with interest payable semi annually on the first day of January and July 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 building on said property insured for \$900 in some approved Insurance company, payable in case of loss, to the most -  
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guage or assigns, and deliver the policy to the mortgagor, as collateral security hereto. 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

*The following is written on the original instrument  
that while having been paid in full the mortgage  
is fully released and the lawfully created discharged  
as no more my hand this 10<sup>th</sup> day of December A.D. 1894*

Recorded December 14<sup>th</sup> 1894 James Brooks