

This Indenture, Made this 24<sup>th</sup> day of December in the year of our Lord  
one thousand eight hundred and eighty eight, between William L.  
Abler and Mary B. Abler 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 Seventy five and  $\frac{1}{2}$  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 sit-  
uated in the County of Douglas and State of Kansas, described as fol-  
lows, to-wit: The West half of the South twenty five acres of the North  
forty acres of the South West quarter of section Fourteen Township  
Eleven (11) of Range Twenty (20) Also Lot number Eighty one (81) on  
Mallory Street and Lots Ninety (90) and Ninety one (91) on South Street  
Medina as shown by 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 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 \$1000.00 of this date made to  
Edward Russell.

This Grant is intended as a Mortgage to secure the payment of  
the sum of Seventy five and  $\frac{1}{2}$  Dollars according to the terms of ten  
certain mortgage notes this day executed by the said Parties of the  
first part all dated December 24<sup>th</sup> 1888, payable to Russell & McCall or order  
at the Importers & Drapers National Bank in New York City via New  
York Exchange.

Now, If such payment be made as herein specified, this convey-  
ance 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 any agreement therein, then this conveyance shall be  
come 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  
aid 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 note from the date thereof to the time when the money

*Original instrument*

The following is enclosed on the original instrument  
The note herein described having been paid in full this mortgage  
is hereby released and the title hereby created discharged  
As witness my hand this 30<sup>th</sup> day of Decem A.D. 1893

Recorded January 4<sup>th</sup> 1894  
John Abler  
Brooke