

This Cindenture, Made this thirty first day of December in the year of our Lord one thousand eight hundred and eighty eight, between John P. 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 Six 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 Fifty nine (59) on Rhode Island Street in the City of Lawrence. Grantors herein reserve the right to pay the note hereby secured on January 1st 1892 or at the maturity of any interest coupon thereafter, 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 undivided 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 claims of all persons.

This Grant is intended as a mortgage to secure the payment of the sum of Six hundred Dollars and interest thereon, according to the terms of one certain mortgage note and ten interest notes or coupons, thus executed by the said Parties of the first part to wit:

Note No. 1, for Six hundred Dollars, due January first, 1894 all dated December 31st 1888, payable to Russell & Metcalf or order, at the Importers & Traders National Bank of New York City with interest payable semi-annually, 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 \$5000 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 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 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

The following is abstract on the original instrument
The note herein described having been paid in full, this Mortgage
is hereby discharged and the title thereto created discharged
As witness my hand, this 21st day of February 1891
Recorded February 21st 1891
J. P. Place
Phoebe M. Place
Edward Russell