

This Indenture, Made this second day of January, in the year of our Lord one thousand eight hundred and eighty nine, between Andrew Eberhart and Maria Eberhart, 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 Two hundred and fifty 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: Commencing at the South East corner of the South East Quarter of Section Six (6) in Township Fourteen (14) of Range Twenty (20), thence West Eighty rods (80) thence North One hundred rods (100) thence East Eighty (80) rods thence South One hundred (100) rods to the place of beginning and containing Fifty (50) acres of land. Grantors reserve the right to pay the note hereby secured on Jan^y 1st 1890, or at the end of any year thereafter except one acre out of the South East corner dedded to School district No. 30 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 indivisible 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 Two hundred and fifty Dollars and interest thereon, according to the terms of one certain mortgage note and six interest notes or coupons, this day executed by the said Andrew Eberhart to wit: Note No. 1, for Two hundred and Fifty Dollars, due January first 1894 all dated January 1st 1890, payable to Russell & Miteal or order, at the Importers and Exporters National Bank of New York City with interest payable annually on the first day of January 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;

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

The following is inserted in original Instrument.
 To have, to possess, to hold, to sell and assign this mortgage and
 to have the same described to Ellen Beckman

Edward Russell

Witness A. Miteal

Attest Feb 11 1890

The following is inserted in the original instrument

The note herein described having been paid in full, this mortgage is hereby released and the lien hereby created discharged. Attest this 1st day of October, A.D. 1892.

Ellen Beckman

D. E. Pitt

Attest New York 3rd 1892