

Russell of Lawrence Kansas of the second part.

Witnesseth that the parties of the first part, in consideration of the sum of Two 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 parcel of land situated in the County of Douglas and State of Kansas described as follows, to wit: The East half of the North West Quarter; and the North half of the South West quarter of the said North West Quarter, all in Section Thirteen (13) in Township Thirteen (13) of Range Twenty (20), 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 \$300.00 dated December 19th 1875 and owned by A. B. Dimple.

This Grant is intended as a Mortgage to secure the payment of the sum of Two hundred Dollars, according to the terms of one certain mortgage note with interest coupons attached this day executed by the said Parties of the first part all dated January 15th 1877, payable to Russell & Metcalf or order at the Importers & Traders National Bank in New York City with New York Exchange.

Now, if such payment 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 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 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 remaining 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 assigns, interest at the rate of 12 per cent per annum computed annually on said notes from the date thereof to the time when the money shall be actually paid, and any payment made on account of interest shall be credited in said computation, so that the total amount of interest collected shall be, and not exceed the legal rate of 12 per cent; but the party of the second part may pay any unpaid taxes charged against said property, or may pay the interest coupons upon the first mortgage, and may pay for any insurance required under the first mortgage, and may recover for all

The following is recorded in the original instrument
 The note herein described having been paid in full the mortgage
 is hereby released and the debt thereby created discharged
 As witness my hand this 22nd day of January A.D. 1877
 Recorded January 24th 1877
 Edward Russell