

(See next page for return)

The following is a true and correct copy of the original instrument:

Mr. John Russell received of the said parties the mortgage and the note therein described to

Shoreman & Chamberlain

attest: William S. Nichols

Recorded Feb. 8, 1879 at St. Louis Mo. by J. M. James, Clerk of Records

Edward Russell

J. M. James, Clerk of Records

This Indenture, Made this twenty fourth day of January in the year of our Lord one thousand eight hundred and eighty nine between Guilda E. Kelley and James H. Kelley, 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 three 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: The South West Quarter of Section Twenty five (25) in Township Fourteen (14) of Range Eighteen (18) 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 indefeasible 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 three hundred 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 Parties of the first Part to wit:

Note No. 1 for Three hundred Dollars due January first, 1872, all dated January 24th 1877, payable to Russell & Metcalf or order, at the Importers & Traders National Bank of New York City with interest payable semi-annually of the first days 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 buildings on said property insured for 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 principal and interest shall immediately become

The following is entered on original instrument.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.