

This Indenture, Made this first day of March in the year of our Lord one thousand eight hundred and eighty nine, between John Hoover, a single man (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 party of the first part, in consideration of the sum of Twelve Hundred Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, has sold, and by these presents does 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 North One Hundred and Twenty (120) acres of the South East Quarter of Section No. Twelve (12) in Township No. Fourteen (14) of Range No. Eighteen (18). The Grantor herein reserves the right to pay One Hundred Dollars or any multiple thereof, on the principal of the note hereby recited on March first 1890, or at the end of any year thereafter by giving thirty days notice of such payment, with the expenses, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances; that he has good right to sell and convey said premises, and that he 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 Twelve Hundred Dollars, and interest thereon, according to the terms of one certain mortgage note and eleven interest notes or coupons, this day executed by the said Party of the first part to wit:

Note No. 1, for Twelve Hundred Dollars, due March first, 1894, all dated March first 1889, payable to Russell & Metcalf or order, at the Importers & Traders National Bank of New York City with interest payable semi-annually on the first days of March and September in each year, according to coupons attached to said note. The party of the first part further agrees that he 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 party 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, 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 covenanted to be paid,

The following is enclosed in the original instrument:
The note herein described having been paid in full this mortgage
is hereby released and the like stamp created discharged
As witness my hand this 15 day of March A.D. 1894
Edward Russell

Recorded March 1st 1894 James Brattle