

This Indenture Made this twenty third day of February in the year of our Lord one thousand eight hundred and eighty nine between William C. Miller and Rosella Miller 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 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: The South half of the South West Quarter of Section 21, Town 11 N. in Township Thirteen N. of Range Nineteen W.

Grantors reserve the right to pay the note hereby secured on November 1st 1889, 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 \$1075.00 of this date, made to Admiral Parker and due May 1st 1890.

This Grant is intended as a Mortgage to secure the payment of the sum of Three Hundred and Fifty Dollars according to the terms of certain mortgage note and interest coupons attached this day executed by the said Parties of the first part all dated February 25th 1889 payable to Russell & Metcalf or order, at the Importers & Traders National Bank in New York City, with New York Exchange.

Now of 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 covenanted 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

The following is endorsed on the original
The note having described having been paid in full, this mortgage
is hereby released and the same hereby created discharged
At witness my hand this 13 day of Nov 1889
Edward Russell

Witness my hand this 13 day of Nov 1889
Edward Russell