

This Indenture Made this twenty ninth day of March in the year of our Lord one thousand eight hundred and eighty nine between Charles W. Kurber and Fannie A. Kurber, 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 Six Hundred Dollars to the min 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 tracts or parcels of land situated in the County of Douglas and State of Kansas, described as follows, to wit:

The North East Quarter of the North West Quarter; The North East Quarter of the South East Quarter of the North West Quarter; and the East Five and one half acres of the North West Quarter of the North West Quarter, all in Section No. Seven (7) in Township No. Fourteen (14) of Range No. Nineteen (19) being Fifty five (55) acres of land and being the homestead of the parties of the first part 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 warrant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and inalienable 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 Six Hundred Dollars, and interest thereon, according to the terms of one certain mortgage note and ten interest notes or coupons this day executed by the said Parties of the first part to wit:

Note No. 1, for Six Hundred Dollars, due April first, 1894 all dated March 29th 1887, payable to Russell & McCall or order, at the Importers & Traders National Bank of New York City, with interest payable semi-annually on the first days of April and October 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 \$200.00 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

The following is indorsed on the original instrument
The note herein described having been paid in full this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 26th day of April A. D. 1895

Recorded April 27th 1895

Fannie Kurber
Charles Kurber

Edward Russell