

This Indenture Made the twenty ninth day of March in the year of our Lord one thousand eight hundred and eighty nine, between Charles W. Kurber and Fannie C. 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 Thirty 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 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 One Sixty acres of the North West Quarter of the North West Quarter; all in Section No. Seven in Township No. Fourteen N. of Range No. Nineteen W. Being Fifty five and one eighth 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 above granted, and seizor of a good and indefeasible estate in inheritance therein; that they have good right to sell and convey said premises, subject however to a prior mortgage for \$600.00 of this date, made to Edward Russell.

This Grant is intended as a Mortgage to secure the payment of the sum of Thirty Dollars according to the terms of ten certain mortgage notes this date executed by the said Parties of the first part all dated March 29th 1887 payable to Russell Metcalf or order, at the Importers & Traders National Bank in New York City, with New York Exchange.

Now if any 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 of interest

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 9th day of February, 1895
Edward Russell

Recorded May 14th 1895
J. A. Russell, Clerk
Douglas County, Kansas