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 five 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 tracts or parcels of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The South East Quarter of Section No Twenty nine (29) in Township No Thirteen (13) of Range No Nineteen (19). Also commencing at a point on the North line of the South West Quarter of Section No Thirty two (32) in said Township No Thirteen (13) of Range No Nineteen (19) which point is Twenty two (22) Rods West of the North East corner of said Quarter Section, thence West on the North line of said Quarter section Eighteen (18) Rods, thence South One hundred and sixty (160) Rods to the South line of said Quarter section, thence East on said South line Eighteen Rods (18), thence North to the place of beginning; and being in all One hundred and seventy eight (178) Acres 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.

(Released See Book 37 - Page 24)

This Grant is intended as a Mortgage to secure the payment of the sum of Thirty five 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 Parties of the first part to wit: Note No. 1, for Thirty five Hundred Dollars, due April first, 1894. all dated April tenth 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 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 $1000.00 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 sum, or any part thereof, or any interest thereon, or of said taxes or assessments, as provided, or if default be