

This Indenture, Made this 15th day of March in the year of our Lord one thousand eight hundred and eighty nine, between Jacob Dolie and Mary Dolie, 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 of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of Ninety seven and $\frac{3}{4}$ 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 East fractional half of the North East fractional Quarter; And the North Twenty eight (28) acres of the West half of the said North East fractional Quarter of Section Twenty eight (28) in Township No Twelve (12) of Range No. Twenty one (21) 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 \$1,900.00 made to Edward Russell dated March 1st 1886.

This Grant is intended as a Mortgage to secure the payment of the sum of Ninety seven and $\frac{3}{4}$ Dollars according to the terms of two certain mortgage notes this day executed by the said Parties of the first part one of \$75 and one of \$24⁰⁰ all dated March thirtieth 1887, payable to Russell & Metcalf or order at the Merchants National Bank in Lawrence, Kansas, with New York Exchange.

Now, If 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 of interest collected shall be, and not exceed the legal rate of 12 per cent; but the party of the second part may pay any unpaid taxes charged against said property, or may pay the interest coupons upon the first mortgage, and may pay for any insurance required under the first mortgage.

Edward Russell

The following inclosures on original instrument.
The notes herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
Witness My Hand this 5 day of August 1891

Rebecca Aug 6, 1891 James B. Rogers, Register of Deeds of Douglas County, Kansas.