

This Indenture, Made this 2nd day of September in the year of our Lord one thousand eight hundred and eighty nine between M^r B. Ray and Annie Ray 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 One hundred and Sixty 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 Eighty five (85) acres of the South East Quarter of Section Eleven (11) of Township No Thirteen (13) of Range No Eighteen (18) 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 owner of the premises 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 \$500.00 made to Edward Russell dated January 1st 1886 and Recorded in Book 11 at Page 370.

This Grant is intended as a Mortgage to secure the payment of the sum of One hundred and Sixty Dollars according to the terms of one certain mortgage note and three interest notes or coupons thereto attached this day executed by the said Parties of the first part all dated September 2nd 1887, payable to Russell & Metcalf or order, at the Importers and Traders National Bank, in New York City.

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 10 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 10 per cent; but the

*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 27 day of March 1891
Recorded March 27, 1891
Edward Russell*