

This Indenture, Made this 15th day of July in the year of our Lord one thousand eight hundred and eighty nine between Emily Peter and Andrew W. Peter her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Ann Russell and William Russell of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Two hundred and fifty (\$250.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said parties of the second part their heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The South half (1/2) of Lot number One hundred and seventy one (171) all of Lot number One hundred and seventy three (173) and the North half of Lot number One hundred and seventy five (175) all on Corn Creek Street in the City of Lawrence County and State of Kansas

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Emily Peter and Andrew W. Peter her husband 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

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred and fifty Dollars (\$250.00)

according to the terms of One certain promissory note this day executed and delivered by the said Emily Peter and Andrew W. Peter her husband to the said parties of the second part: Dated the first day of June 1889 and payable to the order of Ann C. Russell and William Russell for four years after date with interest from date at the rate of 10% per annum payable semi-annually

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said parties of the second part their executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the parties of the second part their executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the parties making such sale on demand to the said Emily Peter and Andrew W. Peter heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Andrew W. Peter (SEAL.)

Emily Peter (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 19th day of July, A. D. 1889, before me, R. L. Horton a Notary Public in and for said County and State, came Emily Peter and Andrew W. Peter his wife to me personally known to be the same persons, who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires April 9 1893.

Recorded July 19 A. D. 1889, at 3³⁰ o'clock P. M.

R. L. Horton

Notary Public.

James Brooks
Register of Deeds.

The following is indorsed on the original instrument
The notice herein described having been paid pro full this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 24th day of July A. D. 1894.
Notary Public, Lawrence, Kansas.
Recorded July 26th 1894. James Brooks
Register of Deeds.