

This Indenture, Made this 28<sup>th</sup> day of August in the year of our Lord one thousand eight hundred and eighty nine between John Anderson and Justina Anderson, his wife of Douglas in the County of Douglas and State of Kansas of the first part, and William P. Russell of same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred 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 party of the second part his 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 North East quarter of Section No Twenty six (26) in Township No Thirteen (13) North of Range No Twenty (20) East of the 6th principal meridian, containing one hundred and sixty acres of land, more or less.

with all 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

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred Dollars in five years from this date according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part: with interest from date to maturity, as evidenced by coupons thereto attached and interest after maturity or default at the rate of ten percent per annum

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 party of the second part his 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 party of the second part his 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 party making such sale on demand to the said parties of the first part, their 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

John Anderson (SEAL.)  
Justina Anderson (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,

County of Douglas ss.

Be it Remembered, That on this 30<sup>d</sup> day of September, A. D. 1889, before me, D. J. Woodley, a Notary Public in and for said County and State, came John Anderson and Justina Anderson, his wife to me personally known to be the same person & 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 March 7<sup>th</sup> 1892. D. J. Woodley Notary Public.  
Recorded Nov 1 A. D. 1889, at 4<sup>45</sup> o'clock P. M.

James Brooks Register of Deeds

The following is endorsed on the original instrument:  
The note herein described having been paid in full the mortgage is hereby released and the lien thereby created discharged.  
As witness my hand and the 30<sup>th</sup> day of August, A.D. 1899. E. A. Odell

Recorded September 7<sup>th</sup> 1899  
D. J. Surman  
Register of Deeds  
County of Douglas  
(Assigned Dec 30<sup>th</sup> 1891)



The following is a copy of the original instrument.

In consideration of full payment of the within mortgage I hereby release the same this 2<sup>nd</sup> day of May, 1892.

Recorded May 28, 1892 at 11 o'clock A.M. James Brooks Register of Deeds