

and State of Kansas, of the first part, and Edward Russell of Lawrence Kan. of the second part.

Witnesseth That the parties of the first part, in consideration of the sum of Thirty % Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, have sold, and by these presents do grant, bargain 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 half of the Southeast Quarter of Section Seven (7) in Township Fifteen (15) of Range 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 owners 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 \$400.00 of this date <sup>to</sup> Edward Russell.

This Grant is intended as a Mortgage to secure the payment of the sum of Thirty Dollars, according to the terms of one certain mortgage note this day executed by the said parties of the first part all dated Oct. 1, 1889, payable to Russell & Metcalf or order, at the Lawrence National Bank in Lawrence Kansas.

Now, If such payments be made as herein specified, this conveyance 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 payments 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 party of the 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, and may recover for all such payment, with interest

The following is endorsed on original instrument.  
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

Attest: <sup>to</sup> witnesses my hand, this 17th day of Oct. 1890

Edward Russell

Recorded Oct. 10, 1890 at 5 o'clock P.M. James Brooks Register of Deeds

By U. W. Carmichael Deputy