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: Lot Number One Hundred and Six (106) Ohio Street Lawrence Kansas 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, free and clear of all incumbrances; that they have good right to sell and convey said premises, and that they will warrant and defend the same against the lawful claim of all persons.

This Grant is intended as a mortgage to secure the payment of the sum of Five Hundred Dollars, and interest thereon, according to the terms of one certain mortgage note and ten interest notes or coupons, this day executed by the said Thomas H. Edwards and Fannie M. Edwards to wit:

Note No. 1, for Five Hundred Dollars, due October 1st 1894 all dated October 1st 1889, payable to Edward Russell, or order, at the Importers and Traders National Bank, New York City. N.Y.

with interest payable semi-annually on the first days of April and October in each year, according to coupons attached to said note.

The parties of the first part further agree that they will pay all taxes and assessments upon the said premises before they shall become delinquent; and they will keep the buildings on said property insured for $500.00 in some approved Insurance Company, payable in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee, as collateral security hereto.

Now, if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the party 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 of said taxes or assessments, as provided, or if default be made in the agreement to insure 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 principal note, from date thereof to the time when the money shall be ac-

The following was indorsed on the original instrument

For Value received, I do hereby sell and assign this mortgage and the notes therein described to. J. G. Gerhard.

Edward Russell
Wit. Wilder S. Metcalf

State of Kansas }
County of Douglas } ss

On this 23d day of July 1898, before me, a Notary Public in and for said County and State, came Edward Russell, to me personally known to be the same person who executed the foregoing assignment and duly acknowledged the execution thereof. In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

C. M. Manter Notary Public

(L.S.) my commission expires on the 28th day of January 1900

Recorded Oct. 19th 1898 at 4:30 O'clock P. M
G. L. Norman, Register of Deeds By H. C. Fisher Dep.