

The following is extracted on the original instrument
 In value received, hereby all and assign the within mortgage to E. H. Metcalf
 As witness my hand this 12 day of July A.D. 1891 Edward Russell
 State of Kansas County of Douglas J. C. On this 17th day of February 1891 before me a Notary Public in and for said County
 and State came Edward Russell to me personally known to be the said person who executed the foregoing assignment and duly
 acknowledged the execution thereof. In witness whereof I have hereunto set my hand and official seal on the day and year last now written.

Recorded February 29th 1891 at 3 o'clock P.M.

James C. Brown, Registrar of Deeds

And E. H. Metcalf Notary Public

and Fannie M. Edwards his wife (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and Edward Russell of the second part,
 Witnesseth, That the parties of the first part, in consideration of the sum of Forty 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: 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; that they have good right to sell and convey said premises, subject however to a prior mortgage for \$500.00 of this date, made to Edward Russell.
 This Grant is intended as a Mortgage to secure the payment of the sum of Forty Dollars, according to the terms of one certain mortgage notes this day executed by the said Thomas F. Edwards all dated October 14th 1887, payable to Edward Russell 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 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 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 party of the second part may pay any unpaid taxes charged against said property, or may pay the interest coupons upon the first mortgage.