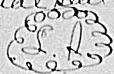


acknowledged the execution of the same.

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



John M. Newlin

Notary Public

My Commission Expires April 25, 1891

Recorded Dec. 20, 1889 at 11 o'clock A.M.

James Brooks  
Register of Deeds.

This Indenture, Made this 6<sup>th</sup> day of December in the year of our Lord, one thousand eight hundred and eighty nine between E. W. Flory and Eliza Flory 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 four 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: The East half of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter aforesaid, in Section Five (5) of Township Fourteen (14) in Range Nineteen (19) being the Homestead of the parties of the first part 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 prior mortgages for \$1000<sup>00</sup> one of this date, made to Edw. Russell but owned and assigned to N. Myrick.

This grant is intended as a Mortgage to secure the payment of the sum of Five hundred Dollars, according to the terms of 10 certain mortgage notes this day executed by the said parties of the first part all dated Decem<sup>r</sup> 6, 1889, payable to Russell & Metcalf 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 parties of the first part. But if default be made in the payment of said pri-

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, this 29<sup>th</sup> day of Decem<sup>r</sup> 1894,  
Edward Russell

Recorded January 14<sup>th</sup> 1895  
James Brooks  
Register of Deeds