

In Witness whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.



John M. Newlin

My commission expires on the 28 day of April 1891
Recorded Dec 26. 1889 at 11 o'clock A.M.

James Brooks
Register of Deeds

This Indenture, Made this twelfth day of December in the year of our Lord one thousand eight hundred and eighty nine between Benj. S. Shepp and Mary S. Shepp husband and wife (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and Edward Russell of Lawrence Kansas of the second part,

Witnesseth, That the parties of the first part, in consideration of the sum of Five Hundred 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 South one third ($\frac{1}{3}$) of the South West Quarter of Section No Twenty four (24) in Township No Thirteen (13) of Range No. Nineteen (19).

Grantors herein reserve the right to pay One Hundred Dollars or any multiple thereof on the principal of the note hereby secured on January 1st 1891 or at the end of any year thereafter by paying thirty days interest in excess of interest due and accrued at time of said payment, 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 six interest notes or coupons, this day executed by the said Parties of the first part to-wit:

Note No. 1, for Five Hundred Dollars due January first, 1893, all dated December 12th 1889, payable to Russell & Metcalf or order, at the Importers

The following is indorsed, on the original instrument
The note herein described having been paid in full, the mortgage
is hereby released and the sum hereby created discharged
As witness my hand this 29th day of June A.D. 1893
Edward Russell

Recorded July 1st 1893
James Brooks
Register of Deeds