

The following is endorsed on the Original Instrument
 This note when described having been paid in full this mortgage is hereby
 released and the lien thereby created discharged.
 As witness my hand, this 31st day of Decem^r, 1895.

Edward Russell

Recorded January 9th 1896

J. W. Wootch

This Indenture, Made this 23rd day of December in the year of our Lord, one thousand eight hundred and eighty nine, between Josiah B. Fletcher and Mary E. Fletcher 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 Thirty and 00/100 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 West half of the North East Quarter of Section No Thirteen (13) and the North Thirty (30) acres of the South Sixty (60) acres of the North West Quarter of Section No Eleven (11) all in Township No Fifteen, of Range No Nineteen (19) 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 \$600.00 of this date, made to Edward Russell.

This Grant is intended as a Mortgage to secure the payment of the sum of Thirty and 00/100 Dollars, according to the terms of ten certain mortgage notes this day executed by the said Parties of the first part all dated December 23rd 1889, payable to Russell & Metcalfe or order, at the Importers and Graders 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 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