

The following is indorsed on the original instrument
No value received. I hereby sell and assign the within mortgage to E W Metcalf
At witness my hand this 12 day of Feb'y A D 1891 Edward Russell

State of Kansas County of Douglas S.S. On this 16th 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 same person who executed the foregoing assignment and who acknowledged the execution thereof in witness whereof I have hereunto subscribed my name and affixed my official seal this day and year last, above written.

Given at Lawrence, Mo. 3rd 3rd 91
Notary Public
Wm. B. Metcalf

This Indenture, made this first day of February in the year of our Lord, one thousand eight hundred and ninety, between Riley Brown and Nancy Brown his wife (being of lawful ages 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 One hundred and fifty 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 North Twenty five (25) acres of Southeast quarter of Northeast quarter of Section Thirteen (13) in Township Twelve (12) of Range 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 One hundred and fifty Dollars, according to the terms of one certain mortgage note this day executed by the said parties of the first part all dated February 1st 1890, payable to Russell & Metcalf or order, at the Lawrence National Bank of Lawrence, Kansas. Now, if such payment be made as herein specified, this conveyance shall be void, and shall be released upon demand and 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 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, and may pay