This Indenture, Made this tenth day of February in the year of our Lord one thousand eight hundred and ninety between George W. White and Martha J. White his wife (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and Edward Russell of the same place of the second part. Witnesseth, That the parties of the first part, in consideration of the sum of Ten 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 tracts or parcels of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The East half of the South west quarter of Section Fourteen (14) and the North Seventeen and one half (17½) acres of the East half of the North west quarter of Section Twenty three (23) all in Township Thirteen (13) of Range Eighteen (18) 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 Ten hundred and fifty Dollars and interest thereon, according to the terms of one certain mortgage note and ten interest notes or coupons, this day executed by the said parties of the first part to wit:

Note No. 1. for Ten hundred and fifty Dollars, due March 1st 1895 all dated February 10th 1890, payable to Russell & Metcalf or order, at the Importers and Traders National Bank of New York City, N.Y. with interest payable semi-annually on the first days of March and September in each year, according to coupons attached to said notes. The parties of the first part further agree that they will pay all taxes and assessments upon the said premises before they shall become delinquent; and they will keep the buildings on said property insured for $ in some approved Insurance Company, payable in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee, as collateral security hereto.

Now, if such payments 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 of said taxes or assessments, as provided or if default be made in the agreement to insure, 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 se-

(Released See Book 37 Page 381)

"Assigned See Book 33 Page 98"