

The following is indexed on the original instrument
The note herein described having been paid in full this mortgage
is hereby released and the new thirty created discharged
At witness my hand this 4th day of May 1895
Edward Russell

Recorded May 4th 1895
J. M. W.

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 seven and ²⁵/₁₀₀ Dollars to them in hand paid, the receipt whereof is hereby ac-
knowledge, have sold, and by these presents do grant, bargain, sell and con-
vey to the said party of the second part his heirs and assigns forever the fol-
lowing tract or parcel of land situated in the County of Douglas and State
of Kansas, described as follows, to wit: The undivided interest of the grantors
herein in the South half of the Northeast quarter of Section Twenty Six (26) in
Township Thirteen (13) 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 \$500.00 of this date, made to Edward Russell.
This grant is intended as a mortgage to secure the payment of the sum of
Thirty seven and ²⁵/₁₀₀ Dollars, according to the terms of ten certain mortgage
notes this day executed by the said parties of the first part all dated May 10th
1890, payable to Russell, Mitcalf or order, at the Importers and Traders Nat-
ional Bank, in New York City.
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 there-
in, 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 for any insurance required un-
der the first mortgage, and may recover for all such payments, with
interest at ten per cent, in any suit for foreclosure of this mortgage;