

The following is extracted from original instrument.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

At Witness My Hand, This 7 day of July, 1895

Edward Russell

Recorded July 3, 1895 James Brooks Register of Deeds
J. W. Carman Deputy

hereby acknowledged, has sold, and by these presents does 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 half of the North East Quarter of Section No. Thirty one (31) in Township No. Fourteen (14) of Range No. Eighteen (18). Grantor herein reserves the right to pay the note hereby secured on July 1, 1893, with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances; that he has good right to sell and convey said premises, and that he 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 Three Hundred Dollars, and interest thereon, according to the terms of one certain mortgage note and eleven interest notes or Coupons, this day executed by the said Party of the first to wit:

Note No. 1, for Three Hundred Dollars, due July first, 1895 all dated June 19, 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 January and July in each year, according to coupons attached to said note. The Party of the first part further agrees that he will pay all taxes and assessments upon the said premises before they shall become delinquent;

Now, if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the party 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, 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 principal note, from date thereof to the time when the money shall be actually paid, and any payments 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, and may recover for all such payments, with interest at ten per cent. in any