

The following is indorsed on the original instrument:
 The note herein described having been paid in full, this mortgage
 is hereby released and the lien thereby created discharged.
 As witness my hand, this 11th day of Sept-1890
 Edward Russell

Recorded September 25th 1890
 JAMES PROBLE
 Register of Deeds

This Indenture, Made this first day of September in the year of our Lord one thousand eight hundred and ninety, between Rachel J. McCarty and Wm. R. McCarty her husband and John C. Godhunter unmarried (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 part of the first part, in consideration of the sum of Ninety five 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 South west quarter, also the West half of the South east quarter of Section Eleven (11) in Township Twelve (12) 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, that they have good right to sell and convey said premises, subject however to a prior mortgage for \$1300.00 of this date, made to Edward Russell and one of his assigns, recorded in Book 4, at Page 285 Douglas County Mortgage records. This Grant is intended as a Mortgage to secure the payment of the sum of Ninety five Dollars, according to the terms of ten certain mortgage notes this day executed by the said parties of the first part all dated September 1890, payable to Russell & Metcalf or order, at the Importers and Traders 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 amount of interest collected shall be and not exceed the legal rate of 10 per cent; but the party of the the second part may pay any unpaid taxes charged