

person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

E. B.

Enoch Estep. Probate Judge

Recorded Nov. 24. 1890 at 5³⁰ o'clock A.M.

James Brooks
Register of Deeds

This Indenture, Made this twenty first day of November in the year of our Lord one thousand eight hundred and ninety between Aaron Miller and Nellie Miller his wife (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 parties of the first part, in consideration of the sum of Five hundred 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 Eighty five (85) Acres of the Northwest quarter of Section Five (5) in Township Fourteen (14) Range Nineteen (19).

The grantors reserve the right to pay One hundred dollars, or any multiple thereof on principal of note hereby secured Dec 1st 1892 or at the maturity of any interest coupon thereafter by paying thirty days interest on each payment in excess of interest then due and accrued 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 Five hundred 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 Five hundred Dollars, due December 1st 1895 all dated Novem-

This release is indorsed on Original Instrument.
The note herein described having been paid in full this mortgage is hereby released and the lien thereby created is discharged.
Attest: As Witness my hand this 9th day of November A.D. 1897.
E. M. E. Metcalf

Recorded Nov 16 1897.

James Brooks
Register of Deeds
(Original in Sec. Book 2, Page 359)