

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 hereby created discharged
 As witness my hand this 3rd day of March A.D. 1891
 Edward Russell

Recorded March 3rd 1891

AMMR 1891

This Indenture, Made this Seventeenth day of December in the year of our Lord one thousand eight hundred and ninety between Arthur R. Moore and (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, in consideration of the sum of One hundred and sixty 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 East half of the Southwest quarter of the Southeast quarter of Section Twenty one (21) in Township Twelve (12) 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, 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 claims of all persons.

This Grant is intended as a mortgage to secure the payment of the sum of One hundred and sixty Dollars, and interest thereon, according to the terms of one certain mortgage note and two interest notes or coupons, this day executed by the said parties of the first part to wit:

Note No. 1, for One hundred and sixty Dollars, due January 1st, 1893 all dated December 17th 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 day of January and July, in each year, according to coupons attached to said note. 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.

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, 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