

The following is, and was 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 day of July, A.D. 1897
 Edward Russell

Recorded February 10th 1897
 James M. Wells
 Register of Deeds

State of Kansas, described as follows to-wit: That part of the South half of the South east quarter of Section Four (4) lying west of the right of way of the Southern Kansas Railway and that part of the North half of the North half of the North east quarter of Section Nine (9) lying west of the right of way of the Southern Kansas Railway, all in Township Fourteen (14) of Range Twenty (20) 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 she 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 she has good right to sell and convey said premises, and that she 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 Seven hundred Dollars and interest thereon, according to the terms of one certain mortgage note this day executed by James Wells to-wit:

Note No. 1, for Seven hundred Dollars due On or before Dec 1st, 1891 all dated February 6, 1891, payable to Russell & Metcalf or order, at the Lawrence National Bank of Lawrence Kansas with interest payable at maturity of note. The party of the first part further agrees that she will pay all taxes and assessments upon the said premises before they shall become delinquent; and they will keep the buildings on said property insured for in some approved Insurance Company, payable in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee, as collateral security hereto.

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, or if default be made in the agreement to insure, 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, or insure said property if default be made in keeping up insurance, and may