Released See Book 35. Page 441

(Assigned See Book 31 Page 546)

This Indenture, Made this Ninth day of June in the year of our Lord one thousand eight hundred and ninety one between Sarah J. Wizer a widow (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 Eight hundred and fifty Dollars, to her in hand paid, the receipt whereof is hereby acknowledged, ha 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: Lots One (1) and Two (2) and the South half of the Southeast quarter of Section Twenty nine (29) in Township Eleven (11) of Range Eighteen (18) 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 Eight hundred and fifty 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 party of the first part to wit:

Note No. 1, for Eight hundred and fifty Dollars, due July 1st, 1896 all dated June 9th 1891, payable to Russell & Metcalf or order, at the Importers and Traders National Bank of New York City, N.Y., with interest payable semi-annually of 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 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