

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 27th day of July in the year of our Lord one thousand eight hundred and Ninety One between James J. Russell & Margaret E. Russell his wife, Harry Bowman & Adda Bowman his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Luna Myers of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part her heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: Lot No's Two (2) and Three (3) in Block No Four (4) in South Lawrence in the City of Lawrence Douglas County Kansas.

with all 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 at the delivery hereof 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

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Parties of the First Part to the said party of the second part: payable one year after date to order of party of second part at the Merchants National Bank with int at 8%.

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisalment hereby waived or not at the option of the party of the second part her executors, administrators or assigns; and out of all moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Parties of the First Part heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

James J. Russell (SEAL.)
Margaret E. Russell (SEAL.)
Harry S. Bowman (SEAL.)
Adda M. Bowman (SEAL.)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this 27th day of July, A. D. 1891, before me Hugh Blair, a Notary Public in and for said County and State, came James J. Russell & Margaret E. Russell his wife, Harry Bowman & Adda M. Bowman his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires 28th Decr 1893 Hugh Blair Notary Public.

Recorded July 27 A. D. 1891, at 5⁴⁰ o'clock P M.

James Brooke Register of Deeds

In consideration of full payment of the within mortgage thereon released the same this 30 day of July 1891

Wm. C. Carman Deputy Register of Deeds

(See Book 29 Page 173 for assignment)