

Douglas and State of Kansas, described as follows, to-wit: The East Eighty five (85) acres of the Southeast quarter of Section Eleven (11) in Township Thirteen (13) of Range Eighteen (18) 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 three 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 three hundred and sixty Dollars, due July 1st, 1892 all dated June 18th 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 on the first days 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 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, and may recover for all such payments, with interest at ten per cent., in any suit for foreclosure of this mortgage; and it shall be lawful for the party of the second part, his executors, administrators and assigns, at any time thereafter to sell the premises hereby granted or any part thereof, in the manner prescribed by law, Appraisement Waived or not, at the option of the party of the second part, and out of all the moneys arising from such sale, to retain

The following is indorsed on the original instrument:
The note herein described having been paid in full, this mortgage
is hereby released and the first party created discharged.
Witness my hand this 9th day of July A. D. 1892
Edward Russell

Recorded July 10th 1892

James B. Bogle
Register