

This Indenture, made this first day of June in the year of our Lord one thousand eight hundred and ninety one between Samuel L. Bryan and Sophia Bryan his wife (being of lawful age) of the County of _____ and State of Colorado, 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 Three hundred 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 described as follows, to wit: The North half of the South half of the South west quarter of the North east quarter of Section Twelve (12) in Township Thirteen (13) of Range Nineteen (19) except one acre in the Northwest corner of said tract of land. Also Commencing at the Southwest corner of said quarter section, thence North five chains, thence East three chains and twenty links, thence South five chains, thence West three chains and twenty links to beginning. Also excepting from the tract of land first above described the east twenty feet thereof with the appurtenances and all the estate, title and interest of the said parties of the 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 Dollars, and interest thereon, according to the terms of one certain mortgage note and six interest notes or coupons, this day executed by the said parties of the first part to wit:

Note No. 1, for Three hundred Dollars, due June 1st, 1894 all dated June 1st 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 June and December 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; and they will keep the buildings on said property insured for \$300 in some approved Insurance Company, payable in case of loss, to the mortgage or assigns and deliver the policy to the mortgage, 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 parties of the first part. But if default be made in the payment of said principal sum, or any part

Assigned See Book 39 Page 430
(Released See Book 39 Page 317)