

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 20th day of June in the year of our Lord one thousand eight hundred and ninety three between William E. Russell and Alice E. Russell his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and George H. Gilmore of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Fifteen 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 his 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: The North half of the North West quarter of Section Twenty two (22) in Township Twelve (12) South of Range Nineteen (19) East in said County and State containing Eighty (80) acres, according to government survey

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said William E. Russell & Alice E. Russell 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

This grant is intended as a Mortgage to secure the payment of the sum of

Fifteen Hundred Dollars according to the terms of two certain promissory notes this day executed and delivered by the said Wm E. Russell & Alice E. Russell to the said party of the second part: One for \$500.00 due three years after date with Eight per cent interest per annum payable annually. One for \$1,000.00 due five years after date with eight per cent interest per annum payable annually.

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 interest, 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 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 hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out of all the 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 their heirs and assigns.

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

Signed and delivered in presence of

N. C. Spangler

William E. Russell

(SEAL.)

Alice E. Russell

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 20th day of June, A. D. 1893, before me N. C. Spangler a Notary Public in and for said County and State, came William E. Russell and Alice E. Russell husband & 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 Aug - 15th 1894

Recorded June 22 A. D. 1893, at 3 o'clock P. M.

N. C. Spangler

Notary Public.

James Brooke

Register of Deeds.

The following is abstract on the original instrument
The note herein described having been paid in full this mortgage
is hereby released and the same hereby granted discharged
As Witness my hand this 27th day of June A. D. 1893
George H. Gilmore

Recorded June 27th 1893, N. C. Spangler.

