

This Indenture, Made this 11 day of February in the year of our Lord one thousand eight hundred and ninety Eight between William E. Russell of Lawrence in the County of Douglas and State of Kansas of the first part, and E. E. Emery of the second part.

Witnesseth, That the said part us of the first part in consideration of the sum of One hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do ss grant, bargain, sell and mortgage to the said part y 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:

West fifty five (55) acres of South half of S. W. quarter of Section No. Forty one (41) Township No. twelve (12) South of Range No. Nineteen (19) East of the Sixth Principal Meridian
First party reserves privilege of paying loan in one year

with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said William E. Russell and A. E. Russell do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 One hundred \$0 dollars

according to the terms of one certain note this day executed and delivered by the said William E. Russell + A. E. Russell to the said part y of the second part: Payable two years after date interest at 7% 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 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 part y 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 part y 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 for making such sales, and the overplus, if any there be, shall be paid by the part y making such sale on demand to the said William E. Russell - his heirs and assigns.

In Witness Whereof, The said part us of the first part, ha^{ve} hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

W. E. Russell (SEAL)

A. E. Russell (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }
 County of Douglas } ss.

Be it Remembered, That on this 11 day of February, A. D. 1898, before me, J. S. Steele, a Notary Public in and for said County and State, came W. E. Russell and A. E. Russell his wife to me personally known to be the same person s 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 June 18-1898

Recorded February 11 A. D. 1898, at 2:20 o'clock P.M.—

J. S. Steele
 Notary Public.

E. H. Foxman
 Register of Deeds.

By following is indicated on the original instrument
 The note herein described having been paid in full this mortgage
 is hereby released and the lien hereby created discharged
 He witnesses my hand this 5th day of April A.D. 1899.
 E. E. Emery

L. S. Steele

J. S. Steele, Register of Deeds

Recorded April 5th 1899.

