

This Indenture, Made this 5th day of May in the year of our Lord one thousand eight hundred and ninety eight between Mary E. Russell and Edwin Russell, her husband of Sawmire in the County of Douglas and State of Kansas of the first part, and J. W. Russell, of Adair Iowa of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of One Thousand DOLLARS, to them duly paid, the receipt

of which is hereby acknowledged, ha^{ve} 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: Lot No. One hundred and three (103) on New York Street, also lots Nos Sixty one (61), Sixty three (63) and Sixty five (65) on Delaware Street, all in the City of Sawmire, also the following described tract of land in lot No One (1) of Section No Thirty one (31) in Township No three (2) South, of Range No Twenty (20) East of 6th P.M. Commencing at a point 117 feet East of the North west corner of said Lot 61 Delaware Street in the City of Sawmire, thence running South 150 feet, thence West 81 and 1/2 feet, thence North 150 feet, thence East 81 and 1/2 feet to place of beginning

with all the appurtenances, and all the estate, title and interest of the said party 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 owner^s of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances except a Mortgage of One Thousand Dollars in favor of the Kansas Building & Loan Association dated Nov. 13, 1896, and recorded in Book 27 Page 241 of Mtg. records said Co.

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

according to the terms of One certain Mortgage Note this day executed and delivered by the said Parties of the first part to the said party of the second part: due in one year after date with interest from date to maturity at the rate of 7% per annum and interest after maturity at rate of 10% per annum until paid

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 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 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 party of the second part making such sale on demand to the said Parties of the first part, their heirs and assigns.

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

Signed and delivered in presence of

Mary E. Russell (SEAL.)
Ed. Russell (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 6th day of May, A. D. 1898, before me, J. A. Wight, a Notary Public in and for said County and State, came Mary E. Russell and Edwin Russell her husband 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 Nov. 20, 1899 J. A. Wight Notary Public.
Recorded May 6th A. D. 1898, at 2¹⁰ o'clock P.M.—

L. B. Bowman
Register of Deeds.

following is indorsement on original of instrument
 The note herein described having been paid in full this mortgage
 is hereby released and the lien hereby created is discharged
 As witness my hand this 20th day of August A.D. 1900
 J. W. Russell
 Recorded Aug 20th 1900
 L. B. Bowman
 Register of Deeds
 Released see Book 33 Page 281