

to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in said County, on the day and year last above written



J. J. Gregory
Notary Public of said County

My term of office expires Nov. 14th 1900

Recorded February 3rd 1899 at 9th O'clock A. M.

H. Bloomman
Register of Deeds

This indenture made this 23rd day of February in the year of our Lord one thousand eight hundred and ninety five between Geo. W. White and Martha J. White husband and wife (being of lawful age) of the County of Douglas and State of Kansas of the first part and Wm. S. Russell of Lawrence Kansas of the second part. Witnesseth, that the parties of the first part in consideration of the sum of Fifty two & 50/100 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 of Kansas described as follows to wit: The East half of the South West Quarter of Section No. Fourteen (14) in Township No. Thirteen (13) of Range No. Eighteen (18) and the North Seventeen and one half (17 1/2) acres of the East half of the North West Quarter of Section No. Twenty three (23) in Township No. Thirteen (13) of Range No. 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; that they have good right to sell and convey said premises, subject however to a prior Mortgage of \$1050.00. made to Edward Russell dated Feb 10th 1890 and now owned E. H. Myrick. This Grant is intended as a Mortgage to secure the payment of the sum of Fifty two & 50/100 Dollars according to the terms of ten certain Mortgage notes this day executed by the said parties of the first part, all dated February 23, 1895 payable to Russell & Metcalf or order at the ^{National} Importers and Traders Bank in New York City. Now if such payment 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 sums, or any part thereof, or any interest thereon, or if default be made in the payments upon the first Mortgage or any agreement therein 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

The following is indorsed on the original instrument
The state herein described having been paid in full this mortgage
is hereby released and the line thereby created is discharged

As Witness my hand this 28th day of March 1900

Wm. S. Russell
Recorded March 28th 1900
H. Bloomman Register of Deeds