

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Fifth day of April in the year of our Lord one thousand eight hundred and ninety nine between William E Russell and Alice Russell, his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and E. T. Emory of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred \$100 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 west fifty five (55) acres of south half of south west quarter of section No. Twenty one (21) Township No. Twelve (12) South of Range No. nineteen (19) East of the 6th Principal Meridian.

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 & A. E. Russell his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner 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 Two hundred dollars

according to the terms of one certain note this day executed and delivered by the said Parties of the first part to the said party of the second part: Payable in five years, interest at seven per cent. per annum payable annually. Privilege of paying one half or all at any time first party may elect. 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 making such sale on demand to the said William E. Russell, his heirs and assigns.

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

sealed
Signed and delivered in presence of

W. E. Russell (SEAL.)

Alice Russell (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas County } SS.

Be it Remembered, That on this 5 day of April, A. D. 1899, before me, L. S. Steele, a Notary Public in and for said county and State, came W. E. Russell & Alice Russell his wife to me personally known to be the same person 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 20, 1902 L. S. Steele Notary Public.

Recorded April 5 A. D. 1899, at 9³⁰ o'clock A.M.

J. B. Soxman
Register of Deeds.

The following is endorsed on original instrument
\$200.00 Lawrence, Kansas March 21st 1903
Receipt of William E. Russell the within named mortgagee
the sum of two hundred dollars and No. 100 Dollars in full satisfaction
of the within mortgage.

E. T. Emory

Recorded April 4 A.D. 1903
A. W. Armstrong
Register of Deeds
By J. B. Soxman
Deputy