

This Indenture Made this 1st day of December in the year of our Lord one thousand eight hundred and eighty two between Mercy Polcater - widow - being of lawful age of the County of Douglas and State of Kansas of the first part - and Edward Russell of Douglas County Kansas of the second part:

Witnesseth That the party of the first part in consideration of the sum of Four hundred and fifty Dollars to her in hand paid the receipt whereof is hereby acknowledged has sold and by these presents does 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:

follows to wit:
The East half of the South West quarter of Section number Nine (9) in Township number Fifteen (15) South of Range number Eighteen (18) East of the Sixth P.M. with the appurtenances and all the estate title and interest of the said party of the first part therein. And the said party of the first part does hereby warrant and agree that at the delivery hereof she is 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 that she has good right to sell and convey said premises and that she will warrant and defend the same against the lawful claims of all persons;

This Grant is intended as a Mortgage to secure the payment of the sum of Four hundred and fifty Dollars and interest thereon according to the terms of one certain mortgage note and 20 interest notes or coupons this day executed by the said Mercier Dolcater to wit:

both to. s. for four hundred and fifty dollars due December 1st 1897.
1898 payable to Edward Russell or order at the

with No. 1. for each successive year of five years.
Bt dated December 1st 1882 payable to Edward Russell or order at the
Merchant's Bank of Lawrence Kansas with interest payable semi
annually on the first days of June and December in each year accord-
ing to coupons attached to said note. The party of the first part
further agrees that she will pay all taxes and assessments upon
the said premises before they shall become delinquent and they will
keep the buildings on said property insured in some approved
Insurance Company payable in case of loss to the mortgagee or assignee
and deliver the policy to the mortgagee as collateral security here-
to. If such payments be made as herein specified this conveyance
shall be void and shall be released upon demand of the party of the first
part. But if default be made in the payment of said principal sum
or any part thereof or any interest thereon or of said taxes or assessments
as provided or if default be made in the agreement to insure then
this conveyance shall become absolute and the whole of said principal
and interest shall immediately become due and payable; and in case
of such default of any sum demanded to be paid for the period of
ten days after the same becomes due the said first parties agree