

This Indenture Made this third day of March in the year of our Lord one thousand eight hundred and eighty three between Wm. E. Russell (summarized) of N. Lawrence in the County of Douglas and State of Kansas of the first part and George H. Gilmore of Conn. N. Y. in the County of _____ and State of N. Y. of the second part

Witnesseth That the said party of the first part for and in consideration of the sum of One Thousand Dollars to him 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 situate in the County of Douglas and State of Kansas described as follows to wit

The North half of the following described tract of land to wit The South fractional half of the North west fractional quarter of Sec. No. eighteen (18) in township No. twelve (12) Range twenty (20) lying west of the Union Pacific R. R. track with the appurtenances and all the estate title and interest of the said party of the first part therein

This grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars according to the terms of two certain promissory notes of even date herewith each for five hundred dollars the first payable three years from date the second payable five years from date both to draw eight per cent interest from date both signed by said Wm. E. Russell said interest to be annually and this conveyance shall be void if such payment be made as is herein specified But if default be made in said payment or any part thereof as provided then this conveyance shall become absolute and it shall be lawful for 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 and out of all the moneys arising from such sale to retain the amount then due for principal and interest and also for statutory damages in case of protest together with the costs and charges of making such sale and ten per cent on the amount secured by this mortgage as a reasonable attorneys fee for foreclosure hereof and the overplus if any there be shall be paid by the party making such sale to the said Wm. E. Russell his heirs or assigns and for the said consideration the said party of the first part hereby waives appraisalment of said real estate

In Witness Whereof The said party of the first part has hereunto set his hand and seal the day and year last above written

Wm. E. Russell (seal)

State of Kansas County of Douglas ss.

The following is endorsed on the original instrument
The within mortgage having been fully satisfied I hereby
Authorize the same to be discharged of record
George H. Gilmore

Recorded February 27th 1893

Miller & Smith
Notary Public