

This Indenture made this 29th day of September in the year of our Lord one thousand eight hundred and eighty four between Adolph C. Briesa and M. Eva Briesa his wife being of lawful age, of the County of Douglas and State of Kansas of the first part and Edward Russell of Lawrence Kansas of the second part;

Witnesseth, That the said parties of the first part in consideration of the sum of Two Thousand 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 South Sixty (60) acres of the East half of the South-East quarter of Section Twenty nine (29) in Township Twelve (12) of Range thirteen (13) The grantors herein reserve the right to pay the note hereby secured October 1st 1887. 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 seised of a good and indefeasible estate of inheritance therein free and clear of all incumbrances; that they have good right to sell and convey said premises and that they will warrant and defend the same against the lawful claims of all persons.

This Grant intended as a Mortgage to secure the payment of the sum of Two Thousand Dollars and interest thereon according to the terms of one certain mortgage note and ten interest notes or coupons this day executed by the said parties of the first part to wit:

Note No. 1 for Two Thousand Dollars due October 1st 1889, all dated September 29th 1884 payable to Edward Russell or order at the Merchants Bank of Lawrence Kans. with New York Exchange with interest payable semi-annually on the first days of April and October in each year according to coupons attached to said note. The parties of the first part further agree that they 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 assigns and deliver the policy to the mortgagee as collateral security hereto, Now if such payments be made as hereinafter 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 any part thereof or any interest

The following is endorsed on the original instrument
"Lawrence Kansas April 27th 1885-
For Value Received, I do hereby sell and assign this Mortgage
and the notes thereon described to Nathaniel Hydock
attest J. M. Munter
Celia, A. Watt
Recorded May 25th 1891 at 2:32 o'clock P.M.

Book 22 Page 173 (for Assignment)

Book 22 Page 173 (for Release)