

This Indenture, Made this 24th day of October in the year of our Lord one thousand eight hundred and eighty-four between Thomas Secrest a single man (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 party of the first part in consideration of the sum of Thirty Dollars to him 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:

The East half of the North west quarter and the south west quarter of the said North west quarter of Section Three (3) in Township Thirteen (13) of Range Eighteen (18), with the appurtenances and all the estate, title and interest of the said party of the first part therein, above granted and seized of a good and indefeasible estate of inheritance therein. that he has good right to sell and convey said premises.

This Grant is intended as a Mortgage to secure the payment of the sum of Thirty Dollars according to the terms of six certain mortgage notes this day executed by the said party of the first part all dated October 24, 1884 payable to Edward Russell or order at the Merchants Bank in Lawrence Kansas with New York Exchange.

Now if such payment 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 in the taxes or assessments or if default be made in the payment 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 part and in case of such default of any sum covenanted to be paid, for the period of ten days after the same becomes due, the said first parties agree to pay to said second party and his assigns interest at the rate of 12 per cent. per annum computed annually on said notes from the date thereof to the time when the money shall be actually paid, and any payment made on account of interest shall be credited in said computation, so that the total amount of interest

As the original instrument is the following Acknowledgment
of the note herein described having been paid in full, this mortgage
is hereby released and the lien thereby created discharged.
As Witness my hand, this 20 day of October 1887

Attest:

C. M. Martin

Recorded Oct. 21, 1887
P. 9. 11m

Register of Deeds