

This Indenture made this 8th day of December in the year of our Lord one thousand eight hundred and eighty four between James B. Walton a single man being of lawful age of the County of Douglas and State of Kansas of the first part and Edward Russell of the same place of the second part;

Witnesseth That the party of the first part in consideration of the sum of Three Hundred Dollars to him in hand paid the receipt whereof is hereby acknowledged has 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 half of the South East Quarter of Section Thirty two (32) in Township Thirteen (13) of Range Twenty (20) 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 covenant and agree that at the delivery hereof he 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 he has good right to sell and convey said premises and that he 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 Three Hundred Dollars and interest thereon according to the terms of one certain mortgage note and six interest notes or coupons this day executed by the said James B. Walton with Note No. 1. for Three Hundred Dollars due December 1st 1887, all dated December 8th 1884 payable to Edward Russell or order at the Merchants Bank Lawrence Mass. with New York Exch. with interest payable semi-annually on the first days of June and December in each year according to coupons attached to said note. The party of the first part further agreed that he 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 hereto.

Now 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 at the option of the party of the second part and in case of such default of any sum covenanted to be paid

See Book 22 Page 173 for Assignment

24/04/19, con

Recorded September 9th 1891, at 4 o'clock PM

atop of Wm. J. ...
as express my name ...
Nathaniel Myrick

~~Callist~~ J. M. Williams
Recorded November 7th 1891 gft. 4 o'clock P.M.
Edward Russell

94789/gt + old
new master
Register of deeds

attest J. M. Mander

The following is indorsed on the original instrument
The note herein described having been paid in full by the Mortgagee
is hereby released and the lien hereby created, discharged.

The following is indorsed on the original instrument
For Value Received, I do hereby sell and assign this,
Mortgage and the notes thereon described to Nathaniel Wyckoff