

This Indenture made this 10th day of December in the year of our Lord one thousand eight hundred and eighty four between Albert S. Allen and Elizabeth D. Allen his wife being of lawful ages 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 parties of the first part in consideration of the sum of Five Hundred 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 North East Quarter of Section Eleven (11) in Township Fourteen $\frac{1}{4}$ of Range Twenty (20) 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 seized 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 is intended as a Mortgage to secure the payment of the sum of Five Hundred Dollars and interest thereon according to the terms of one certain mortgage note and two interest-mots or coupons this day executed by the said parties of the first part to wit;

Note No. 1 for Five Hundred Dollars due December 1st 1889 all dated December 10th 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 June and December 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. Now if such payments be made as herein 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 thereon or of said taxes or assessments as provided 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

The foregoing is endorsed on original instrument
The note herein described having been paid in full this mortgage whereby released
and the instrument created discharged
In witness whereof I have this day of Decem. 2^d 1890.

Edward Russell

Recorded Dec 9, 1890 at office of Clerk James Brooks Register of Deeds
By J. W. Gammie, Deputy

1890