

This Indenture made this first day of April in the year of our Lord one thousand eight hundred and eighty five between Francis M. Jenkins and Mary C. Jenkins his wife (being of lawful ages 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 parties of the first part in consideration of the sum of Thirty six 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 West quarter of Section Thirteen (13) in Township Fourteen (14) of Range Seventeen (17) being the homestead of the parties of the first part with the appurtenances and all the estate title and interest of the said parties of the first part therein above granted and seized of a good and indefeasible estate of inheritance therein; that they have good right to sell and convey said premises.

This grant is intended as a mortgage to secure the payment of the sum of Thirty six dollars according to the terms of twelve certain mortgage notes this day executed by the said parties of the first part all dated April 1st 1885 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 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 in the taxes or assessments or if default be made in the payments 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 assigns interest at the rate of 12 per cent. per annum computed annually on said notes for the date then

The following is endorsed on the original instrument
The note herein described having been paid in full this mortgage
is hereby released and the lien thereby created discharged
At witness My hand This 10th day of February 1891
Edward Russell

Recorded February 14th 1891
J. Russell, Recorder