

This Indenture, Made this 18th day of February in the year of our Lord one thousand eight hundred and eighty seven, between Benjamin F. Metzker and Elou F. Metzker his wife (being of lawful age) of the County of Douglas, and State of Kansas, of the first part, and W. B. Owen of the State of Pennsylvania of the second part.

Witness eth, That the parties of the first part, in consideration of the sum of Three 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:

Commence at South east corner of North east quarter of Section eighteen(18) in Township fourteenth(14) of Range nineteen(19); North(53) rods; West(20) rods; North(80) rods; West(40) rods; North(27) rods; West(100) rods to North west corner of said quarter section; South to South west corner of said quarter section; East to beginning = 140 acres.

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 except one mortgage of \$800.⁰⁰; 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 Three hundred Dollars and interest thereon, according to the terms of one certain mortgage note and two interest notes or coupons, this day executed by the said parties of the first part to-wit:

Note No. 1. for Three hundred dollars, due March 1st 1888, all dated February 18th 1887, payable to W. B. Owen or order, at the Importers & Traders Nat'l Bank New York City N.Y. with interest, payable semi-annually, on the first day of March 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

*The parties of the first part further agree that they will pay all taxes and assessments upon the said premises before the date of maturity of the mortgage
or until the same has been paid in full this mortgage
is hereby released and the like liability created discharged
at the time of delivery of this instrument.*

W. B. Owen

Elou F. Metzker

Received December 12, 1889 James P. Miller

Recorded December 12, 1889 James P. Miller

Attest William W. Miller

Attest John W. Miller