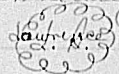


me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness whereof, I have hereunto signed my name and affixed my official seal, the day and year last above written.



My commission expires March 6, 1892.

Recorded Oct 11, 1890 at 3 o'clock P. M.

Joseph E. Riggs

Notary Public

James Brooks

Register of Deeds

This Indenture, Made this 13th day of October in the year of our Lord, one thousand eight hundred and ninety, between George Boyd Jr. an unmarried man being of lawful age, of the County of Douglas and State of Kansas, of the first part, and E. W. Metcalf of the State of Ohio of the second part,

Witnesseth, That the party of the first part, in consideration of the sum of Two hundred and fifty 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 Southeast quarter of Section Eight (8) 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; that he has good right to sell and convey said premises, subject however to a prior mortgage for \$1000. of this date, made to Edward Russell.

This Grant is intended as a Mortgage to secure the payment of the sum of Two hundred and fifty Dollars, according to the terms of one certain mortgage note with two coupons attached for interest this day executed by the said George Boyd Jr. all dated October 13, 1890, payable to E. W. Metcalf or order, at the Importers and Traders National Bank, in New York City.

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 payments upon the first mortgage or any agreement therein, then this conveyance shall become absolute, and the whole of said principal and interest