

moneys arising from such sale, to retain the amount then due according to the provisions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said George Spring wife heirs or assigns. In Testimony whereof The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Witness

P. K. Cheseldine

George Spring

seals

Emma Spring

seals

State of Kansas, Douglas County, ss.

Be it Remembered, That on this 9th day of January A.D. 1891 before me, J. N. Van Hoesen, a Notary Public in and for said County and State, came George Spring and Emma Spring his wife to 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 subscribed my hand and affixed my official seal on the day and year last above written.

L. B.

J. N. Van Hoesen

My commission expires Feb. 17th 1894.

Notary Public

Recorded Jan. 13 1891 at 5 o'clock P.M.

James Brooks

Register of Deeds.

The following is indorsed on the original instrument
The note herein described having been paid in full, this mortgage
is hereby released and the lien thereby created is discharged
On witness my hand, this 13th day of October 1892
J. H. Metcalf
Recorded October 17th 1892
J. A. Gernes

This Indenture, Made this 13th day of January in the year of our lord one thousand eight hundred and ninety one, between George Boyd junr being of the County of Douglas and State of Kansas of the first part, and E. U. Metcalf, of Ohio of the second part

Witnesseth That the party of the first part in consideration of the sum of One hundred and fifty eight 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 to prior mort.