

The following is indexed on the original instrument

In value received I hereby sell and assign the within mortgage to E. W. Metcalf

See release Mortgage Book 31 Page 33

As witness my hand this 12 day of February A.D. 1891 Edward Russell

State of Kansas, County of Douglas, ss. On this 12th day of February 1891 before me, a Notary Public, in and for said county and State of Kansas, Edward Russell to me personally known to be the same person who executed the foregoing assignment and duly acknowledged the execution thereof. In witness whereof, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

Recorded February 19, 1891 at 3 o'clock P.M.

James Brooks

Register of Deeds

State of Kansas,  
Douglas County, ss.

Be it Remembered, that on this 13<sup>th</sup> day of January A.D. 1891 before me, a Notary Public in and for said County and State, came Granville H. Metcalf a single man, to me personally known to be the same person described in, and who executed the foregoing mortgage, and duly acknowledged the execution thereof.

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

E. B.

L. L. Steele

My commission expires June 15, 1894.

Notary Public

Recorded Jan. 14, 1891 at 10<sup>45</sup> o'clock A.M.

James Brooks

Register of Deeds

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 his assigns, interest at the rate of 10 per cent. per annum computed annually on said notes from the date thereof to the time when the money shall be actually paid, and any payment made on account of interest shall be credited in said computation, so that the total amount of interest collected shall be and not exceed the legal rate of 10 per cent.; but the party of the the second part may pay any unpaid taxes charged against said property, or may pay the interest coupons upon the first mortgage, and may pay for any insurance required under the first mortgage, and may recover for all such payments, with interest at ten per cent. in any suit for foreclosure of this mortgage; and it shall be lawful for the party of the second part his executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law appraisement waived or not, at the option of the party of the second part, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, and interest at ten per cent. per annum from the time of said default until paid, together with the costs and charges of making such sale, and a reasonable attorney's fees for the foreclosure of this mortgage, to be taxed as other costs in the suit.

In Witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Granville H. Metcalf

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