This Indenture Made this first day of October in the year of our Lord one thousand eight hundred and ninety one between James B. Walton and Elizabeth G. Walton his husband and wife (being of lawful age) of the County of Douglas and State of Kansas of the first part, and Wilder S. Metcalf of Lawrence, Kansas of the second part Witnesseth That the parties of the first part, in consideration of the sum of Five 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: The North half of the South East Quarter of Section No Thirty two (32) in Township No Thirteen (13) of Range No Twenty (20) Grantors herein reserve the right to pay One Hundred Dollars or any multiple thereof on the principal of the note hereby secured on October 1st 1892 or at maturity of any interest coupon thereafter by paying thirty days interest on such payment in excess of interest then due and accrued 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; 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 Five Hundred Dollars and interest thereon, according to the terms of One certain mortgage note and ten interest notes or coupons, this day executed by the said Parties of the first part to wit:

Note No. 1, for Five Hundred Dollars due October first, 1896 all dated October first 1891, payable to Russell + Metcalf or order, at the Importers and Traders National Bank of New York City, N.Y., with interest payable semi-annually on the first days of April and October 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 they shall become delinquent, and they will keep the buildings on said property insured for $ in some approved Insurance Company, payable in case of loss to the mortgagee or assigns, and deliver the policy to the mortgagee as collateral security thereto.

Now, if such payments be made as herein specified this conveyance 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 of said taxes or assessments, as provided or if default be made in the agreement to insure, then this conveyance shall become absolute, and

(Released See Book 37 Page 34)

(For Assignment See Book 31 Page 432)