

Witham his wife to me personally known to be the same persons 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.

[Signature]

Alfred Whitman

Notary Public

My commission expires the 17 day of Jan'y A.D. 1895
Recorded Oct. 6. 1891 at 2⁵⁵ o'clock P.M.

[Signature] James Brooks

Register of Deeds.

This Indenture, Made this first day of October, in the year of our Lord one thousand eight hundred and ninety one, Between C. E. Witham and M. B. Witham his 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 Forty 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: Lot number seven (7) on New Jersey Street in the City of Lawrence 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 seised of a good and indefeasible estate of inheritance therein, that they have good right to sell and convey said premises, subject however to a prior mortgage of \$300. of this date, made to Wilder S. Metcalf.

This Grant is intended as a Mortgage to secure the payment of the sum of Forty Dollars, according to the terms of one certain mortgage note this day executed by the said parties of the first part and dated October 1, 1891, payable to Russell S. 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 parties of the first part. But if default be made in the payment of said principal sum or sums or any part thereof, or any interest thereon, or if default be made in the payment upon the first mortgage or any agreement therein, then this conveyance

The following was indorsed on the original instrument
The Note hereto described having been paid in full the Mortgage
is hereby released and the lien thereon is hereby created discharged
As Witness my hand, this 11th day of October 1891

Wilder S. Metcalf
by Charles R. Metcalf
Atty in fact.

Recorded October 11, 1891
J. J. Larman
Register