

The foregoing is enclosed on the original instrument
 The note herein described having been paid in full the mortgage
 is hereby released and the same there by created and charged
 to Wm. H. Metcalf and this 31 day of January A.D. 1898
 Russell Metcalf }
 Wm. H. Metcalf }

This Indenture Made this seventh day of December in the year of our Lord one thousand eight hundred and ninety one between Henry C. Breez and Susan Breez his wife being of lawful age of the County of Douglas and State of Kansas of the first part and Russell Metcalf of Lawrence, Kansas of the second part.
 Witnesseth That the parties of the first part, in consideration of the sum of Seven 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 parties of the second part their 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 $42\frac{3}{4}$ Acres of the East $105\frac{3}{4}$ Acres of the Northeast quarter of Section thirty (30), also the East $2\frac{64}{70}$ Acres of the South 4 Acres of the Southeast quarter of Section Nineteen (19), also the north one third of a tract commencing 40 rods East of the Southwest corner of the Northwest quarter of Section Twenty (20) thence North 160 rods, thence East 23 rods, thence South 160 rods, thence West 23 rods containing $7\frac{3}{4}$ Acres. All in Township Fourteen (14) of Range Twenty (20) and containing in all $58\frac{3}{4}$ Acres, 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 Seven hundred Dollars and interest thereon according to the terms of one certain mortgage note and eleven interest notes or coupons this day executed by the said parties of the first part to-wit: Note No. 1, for Seven hundred Dollars due December 1st 1896, all dated December 7th 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 June and December 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 \$5000 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 hereto.

Now if such payments 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 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