

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 hereby created discharged.
 As witness my hand, this 7th day of December, 1896

By, Hildor. S. Metcalf, Parson

Recorded - September 7, 1896

James W. W. of the
 Register of Deeds

This Indenture, Made this 11th day of December, in the year of our Lord one thousand eight hundred and ninety one between J. Beeher a single man 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 party of the first part, in consideration of the sum of Forty five 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 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 West One hundred and two acres of the Northwest quarter of Section Nine (9) in Township Fifteen (15) of Range Eighteen (18) with the appurtenances and all the estate, title and interest of the said parties 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 however to a prior mortgage of \$700 of this date made to Russell Metcalf.

This grant is intended as a Mortgage to secure the payment of the sum of Forty five Dollars according to the terms of ten certain mortgage notes this day executed by the said party of the first part all dated December 11, 1891 payable to Russell Metcalf or order, at the Importers and Traders National Bank in New York City.

If such payment be made as herein specified this conveyance shall be void, and shall be released upon demand of the party 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 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 become due, the said first parties agree to pay to said second party and their assigns interest at the rate of ten percent 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 ten percent, but the parties of the second part may pay any unpaid taxes charged against said property, or may pay the interest coupons past due, and also one year in advance 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 percent, in any suit for foreclosure of this mortgage, and it