

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



L. I. Stule

My commission expires the 18 day of June A.D. 1894.

Notary Public

Recorded Jan. 25. 1892 at 10 o'clock A.M.

James Brooks
Register of Deeds.

This Indenture, Made this 18th day of August in the year of our Lord one thousand eight hundred and ninety one, between Smith E. Nichols, widower (being of lawful age,) of the County of _____ and State of California of the first part, and Wilder. Metcalf of Lawrence, Kansas of the second part.

Witnesseth That the party of the first part in consideration of the sum of fifty one and $\frac{25}{100}$ 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 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: His undivided interest in and to the South half of the Northeast quarter of Section Twenty nine (29) and ten acres in the Southeast corner of the Northeast quarter of Section Eight (8) all in Township Twelve (12) of Range Nineteen (19) with the appurtenances and all the estate, title and interest of the said party 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 for \$900, of date May 8. 1886 made to Edward Russell.

This Grant is intended as a Mortgage to secure the payment of the sum of Fifty one and $\frac{25}{100}$ Dollars, according to the terms of one certain mortgage note this day executed by the said S. E. Nichols all dated August 12. 1891, payable to Russell & 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 any part thereof, or any interest thereon or in the taxes or assessments, 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

The following is indorsed on the original instrument
The note herein described having been paid in full, this mortgage is hereby released and the hereinafter created discharged.
At Kansas City, Mo. this 18th day of February 1892
Wilder. Metcalf

Recorded February 18th 1892
James Brooks
Register of Deeds