

The Mortgage herein recorded has been fully paid, the receipt of which is hereby acknowledged, and said mortgage is hereby released, and the lien thereby created is hereby discharged this the 7th day of September 1897

Witness
Alma Brooks

Register of Deeds

This Indenture made this twenty seventh day of February in the year of our Lord one thousand eight hundred and ninety two between Lewis Howell Jr. a single man being of lawful age of the County of _____ and State of Kansas, of the first part; and Wilder S. Metcalf of the second part.

Witnesseth, That the party of the first part, in consideration of the sum of Twelve hundred 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: That part of the West half of the South West quarter of Section No. seven (7) in Township No. thirteen (13) of Range No. twenty (20) lying North of Wakarusa Creek, except the Railroad Right of way, and excepting also one (1) acre in the South West corner of said tract, being sixty two (62) acres more or less 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 do 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, free and clear of all incumbrances; that he has good right to sell and convey said premises, and that he will Warrant and Defend the same against the lawful claim of all persons.

This Grant is intended as a mortgage to secure the payment of the sum of Twelve 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 Lewis Howell Jr. to wit: Note No. 1, for Twelve hundred Dollars, due March 1st 1897 all dated February 27th 1892, payable to Russell and Metcalf or order at the Importers and Traders National Bank of New York City, N. Y., with interest payable semi-annually on the first day of March and September in each year, according to coupons attached to said note. The party of the first part further agrees that he 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 mortgage or assigns, and deliver the policy to the mortgage, 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 party 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 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 becomes due, the said first part agrees to pay to said second party