

This Indenture, Made this 1st day of March in the year of our Lord one thousand eight hundred and ninety two between Michael Katherman and Ellen Katherman his wife (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and Elders Metcalf of Lawrence Kansas of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of seven hundred and forty six 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: the South half of the North West quarter of Section Thirty six (36) in Township Thirteen (13) of Range Eighteen (18) the said property being the legal homestead of the parties of the first part, and said parties reserve the right to pay \$100.00 or more at the end of any year during the life of this loan, by paying 30 days extra interest thereon 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 claim of all persons.

This Grant is intended as a mortgage to secure the payment of the sum of seven hundred and forty six Dollars and interest thereon, according to the terms of one certain mortgage note and 10 interest notes or coupons, this day executed by the said parties of the first part to wit: Note No. 1, for seven hundred and forty six Dollars, due March 1st, 1897 all dated March 1st, 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 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 \$500.00 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 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 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