

This Indenture, Made this 1st day of March in the year of our Lord one thousand eight hundred and ninety two, between Michael RATHERMAN and Ellen RATHERMAN his wife being of lawful age of the County of Douglas, and State of Kansas, of the first part, and Wilder D. METCALF of the second part.

Witnesseth That the parties of the first part, in consideration of the sum of Forty nine $\frac{50}{100}$ Dollars, to them in hand paid, the receipt whereof is here by 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 Sec. 36 in T. 13 of Range 18 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; that they have good right to sell and convey said premises, subject however to a prior mortgage of \$746.⁰⁰ of this date, made to W. S. Metcalf.

This Grant is intended as a Mortgage to secure the payment of the sum of Forty nine $\frac{50}{100}$ Dollars, according to the terms of a certain mortgage note this day executed by the said M. RATHERMAN all dated March 1st, 1892 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 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 his assigns, interest at the rate of ten per cent. 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 per cent, but the party 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 per cent, in any suit for foreclosure of this mortgage, and it shall be lawful for the party of the second part, his executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement waived or not, at the option of the party of the second part, and out of all the moneys arising from such sale to retain the

The following is a return on the original instrument
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged
As witness my hand, this 30th day of December 1897
Wilder D. Metcalf

Recorded December 30th 1897

Register of Deeds