

This Indenture Made this 14th day of March, in the year of our Lord one thousand eight hundred and ninety two, between Naomi Sadley and Washington Sadley her husband (being of lawful age), of the County of Lawrence, and State of Kansas of the first part, and Wilder S. Metcalf of Lawrence Kansas of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of One hundred and twenty five 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 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: That portion of the North East quarter of Section No twenty three (23) lying North of Wakarusa Creek: also the South East quarter of Section No fourteen (14) except that part lying South of Wakarusa Creek and excepting all eleven (11) acres adjacent to the West line of said quarter section on the North bank of Wakarusa Creek and South of the Lake or Pond on the land: All in Township No thirteen (13); of Range No nineteen (19) 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 \$5000⁰⁰ made to Edward Russell and assigned to Nathaniel Myrick dated April 1st 1886 and made by J. B. Russell & wife.

This Grant is intended as a Mortgage to secure the payment of the sum of One hundred and twenty five Dollars, according to the terms of ten certain mortgage notes this day executed by the said Parties of the first part all dated March 14th, 1892, payable to Russell & Metcalf or order at the Importers and Traders National Bank of 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 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 ^{the whole} 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 parties agree to pay to said second party and their 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 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

The following is indorsed on the original instrument
The note herein described having been paid, in full, this mortgage
is hereby released and the title thereby created discharge
As witness my hand, this 18th day of February 1893
Wilder S. Metcalf

Recorded February 17th 1893
Anna V. Dooks

Register of Deeds