

execution of the same.

In Testimony whereof I have hereunto set my hand, and affixed my Official Seal, the day and year last above written.

L. B.

Com. Expires Aug. 12th 1888.

Recorded April 15, 1892 at 12³⁵ o'clock P.M.

N. S. Brown

Notary Public

James Brooks

Register of Deeds.

This Indenture, Made this fifteenth day of April in the year of our Lord one thousand eight hundred and ninety two between Josiah Wright and Hannah Wright husband and wife being of lawful age of the County of Douglas and State of Kansas of the first part, and Wilder D. Metcalf of Lawrence Kansas of the second part.

Witnesseth That the parties of the first part, in consideration of the sum of Four hundred and Fifty 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 North half of the South East quarter of Section No. Seventeen (17) in Township No. Fifteen (15), of Range No. Eighteen (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, 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 Four hundred and Fifty 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 parties of the first part to-wit: Note No. 1 for Four hundred and Fifty Dollars due May 1st 1897 all dated April 15th 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 days of May and November 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.

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, then this conveyance shall become absolute, and the whole

(Wilder D. Metcalf Vol. 33 Page 74)