

of \$600.00 of this date, made to Wilder B. Metcalf.

This Grant is intended as a Mortgage to secure the payment of the sum of Forty five and $\frac{3}{4}$ Dollars, according to the terms of ten certain mortgage notes this day executed by the said parties of the first part all dated July 22nd 1892, payable to Russell and 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 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 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 parties agree to pay to said second party and his assigns, interest at the rate of ten percent 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 percent, 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 percent, 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, appraisal waived or not, at the option of the party of the second part, and out of all the money arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, and interest at ten percent per annum from the time of said default until paid, together with the costs and charges of making such sale, and a reasonable attorney's fee for the foreclosure of this mortgage, to be taxed as other costs in the suit.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

John H. Davis
Inggre Davis

[seals]
[seals]

State of Kansas,
Douglas County, } ss.

Be it Remembered, That on this 30 day of July, A.D. 1892 before me a Notary Public in and for said County and State, came John H. Davis and Inggre Davis his wife to