

Be it Remembered, that on this 22^d day of October A.D. 1892, before me a Notary Public in and for said County and State, came Andrew Eberhart and Anna M. Eberhart his wife to me personally known to be the same persons described in, and who executed the foregoing mortgage, and duly acknowledged the execution thereof.

In Witness Whereof, I have hereunto subscribed my name and affixed my Official Seal on the day and year last above written.

E. D.

C. M. Minter

Notary Public

My commission expires the 23^d day of January A.D. 1896.
Recorded Oct. 24, 1892 at 11 o'clock P.M.

James Brooks
Register of Deeds

This Indenture, Made this 22^d day of October in the year of our Lord one thousand eight hundred and ninety two, between Andrew Eberhart and Anna M. Eberhart 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 thirty three and $\frac{95}{100}$ 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: Commencing at the South East corner of the South East quarter of Section No. six (6) in Township No. Fourteen (14) of Range No. Twenty (20); thence West Eighty (80) rods thence North One Hundred (100) rods, thence East Eighty (80) rods, thence South One Hundred (100) rods to the place of beginning containing fifty (50) acres of land, excepting one acre out of the South East corner of said tract, deeded to School District No. 30, 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 \$1100⁰⁰ of this date, made to Wilder D. Metcalf.

This Grant is intended as a Mortgage to secure the payment of the sum of thirty three and $\frac{95}{100}$ Dollars, according to the terms of ten certain mortgage notes this day executed by the said parties of the first part all dated October 22, 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.

The following is inserted on original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
Witness My Hand, This 10th day of March, 1894.

Wilder D. Metcalf
Recorded March 10, 1894 at 10 o'clock M. James Brooks Register of Deeds
J. W. Carman Deputy