

seven and $\frac{7}{10}$ 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 lands situated in the County of Douglas, and State of Kansas, described as follows, to wit: Commencing at the South East corner of the North East quarter of Section No. twenty (20) in Township No. fourteen (14) of Range No. twenty (20); thence West thirty three and $\frac{5}{8}$ (33 $\frac{5}{8}$) rods, thence North twenty six (26) rods, thence East 33 $\frac{5}{8}$ rods, thence South 26 rods to place of beginning. Also commencing at the North East corner of the South East quarter of the aforesaid Section thence West sixty (60) rods, thence South forty (40) rods, thence East sixty (60) rods, thence North forty (40) rods, to the place of beginning, 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 \$500.00 of this date, made to Wilder D. Metcalf.

This Grant is intended as a Mortgage to secure the payment of the sum of thirty seven and $\frac{7}{10}$ Dollars, according to the terms of certain mortgage notes this day executed by the said parties of the first part all dated November 1st 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 per cent. per annum computed annually on said note 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 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 per cent per annum

The following is contained in Original Document
The note herein described having been paid in full, this mortgage
is hereby released and the lien thereby created discharged.
Witness My Hand, This 2 day of November, 1897
Wilder D. Metcalf

Recorded Nov 2nd 1897