

This Indenture Made this twenty eight day of October in the year of our Lord one thousand eight hundred and ninety two between Charles D. Haas and Minnie Haas 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 One thousand 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 East half and the South West quarter of the North East quarter of Section No thirty three (33) in Township No fourteen (14): of Range No nineteen (19), less a tract twelve Rods and sixteen and one tenth links square in the Southeast corner of said quarter section 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 One thousand 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 One thousand Dollars, due November 1st 1897 all dated October 25, 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, and they will keep the buildings on said property insured for in some approved Insurance Company, payable in case of loss, to the mortgage or assigns, and deliver the policy to the mortgage, as collateral security hereto.

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 any part thereof or any interest thereon, or of said taxes or assessments, as provided or if default be made in the agreement to insure, 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 contracted 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 10 per cent. per annum, computed annually on said principal note, from date thereof to the time when the money shall be actually paid, and any payments made on

In consideration of full payment of the within mortgage I hereby release the same this

... day of June, 1894

Wilder D. Metcalf

Att. H. W. Carmichael, Deputy Register of Deeds