(Released See Book 39 Page 32)

(Assigned See Book 13 Page 383)

This Indenture, Made this First day of January in the year of our Lord one thousand eight hundred and Ninety four between James B. Walton and Elizabeth J. Walton husband & wife (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and Wilder S. Metcalf of Lawrence Kansas of the second part.

Witnesseth, That the parties of the first part in consideration of the sum of Twelve Hundred 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 South half of the South East Quarter of Section No Thirty two (32) in Township No Thirteen (13) of Range No. Twenty (20), and the North half of the South East Quarter of said Section No. Thirty two (32) in Township No. Thirteen (13) of Range No Twenty (20). On the last described tract this mortgage is subject to a Mortgage of $500.00 recorded in Book 25 at Page 180. 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; except the above mentioned mortgage for $500.00; 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 Twelve Hundred 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 Twelve Hundred Dollars, due January 1st 1899 all dated January 1st 1894, payable to Russell & 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 January and July 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 mortgagee or assigns, and deliver the policy to the mortgagee as collateral security hereto.

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