This Indenture, Made this fifteenth day of January in the year of our Lord one thousand eight hundred and ninety four between William Deay, Annie Deay his 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 Three 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 West half of the West half of the South east quarter of the South west quarter and the East half of the South west quarter of the South west quarter of Section Eighteen (18) in Township Fourteen (14) of Range Twenty one (21). Also the undivided one half of the West half of the South east quarter of said Section Eighteen (18) in said Township and Range 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 a mortgage for 850.00 on the last mentioned tract of land; 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.

Released see Book 33 Page 370.

This Grant is intended as a mortgage to secure the payment of the sum of Three hundred Dollars, and interest thereon, according to the terms of one certain mortgage note and three interest notes or coupons, this day executed by the said parties of the first part to-wit: Note No. 1, for Three hundred Dollars, due January 1st 1897 all dated January 15th 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 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.

(Assigned see Book 31 Page 344)

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