

The following is a true and correct copy of the original instrument
The note herein described having been paid in full this mortgage
is hereby released and do hereby created discharged
as witness my hand this 3rd day of March 1899.

Wm. S. Metcalf by
Charles C. Metcalf atty in fact.

Recorded March 3rd 1899

Wm. S. Metcalf
Register of Deeds.

Witnesseth, That the party of the first part, in consideration of the sum of Forty Dollars to him in hand paid, the receipt whereof is hereby acknowledged, has 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: Lots twenty one (21) twenty two (22) the East half of twenty three (23) and lot Forty (40) in Addition No Nine (9) North Lawrence, with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein; that he has good right to sell and convey said premises, subject however to a prior mortgage of \$400. of this date, made to Milder S. Metcalf.

This Grant is intended as a Mortgage to secure the payment of the sum of Forty Dollars, according to the terms of ten certain mortgage notes this day executed by the said Parties of the first part, all dated March 6 1894, payable to Russell S. 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 party 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 notes 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.