

The following is abstract of original instrument
 The note is described having been paid in full this mortgage
 it hereby released and the said debt is hereby discharged
 At Witness my hand this 24th day of February, A.D. 1897

Witnessed by
 Charles C. Metcalf, Attorney in fact.

Recorded
 Feb 24th 1897
 Register of Deeds

This Indenture, Made this fourth day of February in the year of our Lord one thousand eight hundred and ninety five between Harry C. Eaton an unmarried man (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 party of the first part, in consideration of the sum of One hundred and seventy five Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and convey to the said party of the second part, his heirs and assigns forever, an undivided one fourth interest in the following tracts or parcels of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: Commencing at the North east corner of the North west quarter of Section Thirty six (36) in Township Twelve (12) of Range Twenty (20), thence South one hundred and sixty (160) rods to the center of said Section Thirty six (36), thence West eighty six (86) rods, thence North Forty (40) rods thence West twenty four (24) rods to section line thence North One hundred and twenty (120) rods to the north west corner of said section, thence east to the place of beginning, 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, free and clear of all incumbrances; that he has good right to sell and convey said premises, and that he 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 hundred and seventy five Dollars, and interest thereon, according to the terms of one certain mortgage note and four interest notes or coupons, this day executed by the said Harry C. Eaton to-wit: Note No. 1, for One hundred seventy five Dollars, due March 1, 1897, all dated February 4th 1895, 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 March and September in each year, according to coupons attached to said note. The party of the first part further agrees that he will pay all taxes and assessments upon the said premises before they shall become delinquent.

Now, if such payments 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 any part thereof, or any interest thereon, or of said taxes or assessments, as provided, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and pay-