

This Indenture, Made this 23^d day of April, in the year of our Lord one thousand eight hundred and ninety five, between J. N. McCarahan and Sallie M. McCarahan his wife (being of lawful age), of the County of Douglas, and State of Kansas, of the first part, and Milder S. Metcalf of Lawrence, Kansas of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of Twenty two and $\frac{5}{100}$ 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 South west quarter of Section Thirty one (31) in Township Eleven (11) of Range Eighteen (18) less, beginning at the South west corner of said quarter section thence North Sixty two (62) rods, thence East eighteen (18) rods, thence South to the South line of said quarter section, thence West to the place of beginning 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; that they have good right to sell and convey said premises, subject however to a prior mortgage of \$300 of this date, made to Wilder S. Miteal.

This Grant is intended as a Mortgage to secure the payment of the sum of Twenty two $\frac{9}{100}$ Dollars, according to the terms of ten certain mortgage notes this day executed by the said parties of the first part all dated April 23^d 1895, payable to Russell & 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 parties 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 contracted to be paid, for the period of ten days after the same becomes due, the said first part agree to pay to said second party or 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

The following is enforced over the original instrument =
The note herein described having been paid in full, this mortgage is hereby released,
and the lien thereby created is discharged. Witness my hand, this 15 day of
1911.

Wilder S. Micalf.

Recorded May 16th - 1900 -

Ed. May 10-11
Ch. Chapman, Registrar of Deeds-

Wm. Wm. W. Dobson and Dorothy.