

This Indenture, Made this first day of June in the year of our Lord one thousand eight hundred and ninety five between Nilder S. Metcalf and Mary E. Metcalf his wife (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and Charles K. Sackett of the State of Delaware of the second part,
 witnesseth, That the parties of the first part, in consideration of the sum of Eleven hundred and fifty 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 Lot No. Forty three (43) and Forty four (44) on Sixth Street in Baldwin City 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, 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 Eleven hundred and fifty Dollars, and interest thereon, according to the terms of one certain mortgage note and ten interest notes or coupons, this day executed by Russell & Metcalf to-wit: Note No. 1, for Eleven hundred and fifty Dollars, due June 1st 1900 all dated June 1st 1895, payable to Charles K. Sackett 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 June and December 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 \$500. 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 part thereof, or any interest thereon, or of said taxes or assessments, as provided, or if default be made in the agreement to insure, 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.

The note herein described having been paid in full, this mortgage to March 19th A.D. 1895 and
 is now hereby canceled and discharged. As witness my hand this 21st day of December A.D. 1895.

Recorded
Milan 28 - 1921
Costell Notary
Register of Deeds