

For Value received hereby sell and assign, do Mortgage and do unto James Whitman my land at Lawrence, Kan. this 10 day of October A.D. 1895. W. H. S. Metcalf, State of Kansas, County of Douglas, 1895. On this 10 day of October 1895 before me a Notary Public in and for said County and State of Kansas, W. H. S. Metcalf, County of Douglas, State of Kansas, personally appeared the above named James Whitman, his wife, Elizabeth Whitman, his wife, being of lawful age, who acknowledged my name and official my official seal made this and 11th day of January 1896.

This Indenture, Made this tenth day of September in the year of our Lord one thousand eight hundred and ninety five between Jesse Whitman and Elizabeth Whitman his wife (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and W. H. S. Metcalf of Lawrence Kansas of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of One thousand 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 North West quarter of Section Twelve (12) in Township Fourteen (14) of Range Eighteen (18) 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 One thousand Dollars, and interest thereon, according to the terms of one certain mortgage note and ten interest notes or coupons, this day executed by the said parties of the first part, to-wit: Note No. 1, for One thousand Dollars, due September 1st 1900, all dated September 10, 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 parties of the first part further agree that they 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 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, 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 principal note, from date thereof.

(15)

Recorded April 4th 1896. W. H. S. Metcalf, Notary Public, Douglas County, Kansas.