

The following is indexed on the original instrument
The State herein described, having having been paid in this mortgage
is hereby released and the said party is hereby discharged
As Witness my hand this 11th day of September 1900.
W. H. Metcalf

Recorded Sept-25th 1900. L. J. Gorman Register of Deeds.

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 Seventy five 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 No Twelve (12) in Township No Fourteen (14) of Range No 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; that they have good right to sell and convey said premises, subject however to a prior mortgage of \$1000.00 of this date, made to Milder S. Metcalf.
This Grant is intended as a Mortgage to secure the payment of the sum of Seventy five Dollars, according to the terms of ten certain mortgage notes this day executed by the said parties of the first part all dated September 10, 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 covenanted 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 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