

persons described in and who executed the foregoing mortgage, and acknowledged the execution of the same to be their voluntary act and deed. In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Lawrence, Kansas, the day and year last above written. My commission expires July 11, 1897.

E. E.

E. E. Hopkins

Notary Public

Recorded Oct. 4, 1895 at 11:30 o'clock AM.

James Brooks
Register of Deeds

The following is indorsed on the original instrument
The Note herein described having been paid in full, this mortgage
is hereby released and the lien thereof, created and discharged
As Witness my hand this 14th day of April A.D. 1899.

By James H. Metcalf attorney in fact for
Russell and Metcalf

Witness S. Metcalf receiving payment
of the debt of the above of
James H. Metcalf attorney in fact

Indenture, Made this third day of October in the year of our Lord one thousand eight hundred and ninety five between Henry Spiller a widower (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and Nilder S. Metcalf of Lawrence, Kansas of the second part.

Witnesseth, That the party of the first part, in consideration of the sum of fifteen hundred Dollars, to him 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 South east quarter of Section Eleven (11) in Township Fourteen (14) of Range Nineteen (19) 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 fifteen hundred 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 party of the first part, to-wit: Note No. 1, for fifteen hundred Dollars, due October 1st 1900 all dated October 3rd 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 April and October 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

Recorded April 14th 1899.