

This Indenture, Made this 28th day of October, in the year of our Lord one thousand eight hundred and ninety five, between Philip Metsker and Barbara Metsker his wife (being of lawful age) of the County of Douglas, and State of Kansas, of the first part, and Wilder S. Metcalf of Lawrence Kansas of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of One hundred and 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 South east quarter of Section Eighteen (18) in Township Fourteen (14) of Range Nineteen (19) except four and one half (4 1/2) acres out of the South east corner thereof. Also beginning at the North west corner of the North east quarter of Section Nineteen (19) in Township Fourteen (14) of Range Nineteen (19), thence east fifty two (52) rods thence South seven (7) rods, thence west fifty two (52) rods, thence north seven (7) rods 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 \$1400 of this date, made to Wilder S. Metcalf.

This Grant is intended as a Mortgage to secure the payment of the sum of One hundred and five Dollars, according to the terms of ten certain mortgage notes this day executed by the said parties of the first part all dated October 28, 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

The following is endorsed on the original instrument
The note herein described having been paid in full this Mortgage
is hereby released and the said Charles Vereahat Clerk of said
As Witness my hand this 19th day of November 1900.
Wilder S. Metcalf

Recorded November 19th 1900
W. J. Foxman Register of Deeds