

The following was endorsed on the original instrument:
The note herein described having been paid in full this mortgage
is hereby released and the lien thereby created discharged as witnesses
my hand this 24th day of April A.D. 1898.

Wilder S. Metcalf

Recorded April 29th 1898
J. W. Sawyerman, Register of Deeds

This Indenture, Made this 18th day of December in the year of our Lord one thousand eight hundred and ninety five between Stephen C. Nimmo a single man (being of lawful age) of the County of Jackson, and State of Missouri, of the first part, and Wilder S. Metcalf of Lawrence Kansas of the second part.

Witnesseth, that the party of the first part, in consideration of the sum of two hundred Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, has sold, and by these presents does 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: Lots No Ten (10) No Eleven (11) and No Twelve (12) in Block No Fourteen (14) in Law Place Addition to the City of Lawrence, 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 owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein; that he has good right to sell and convey said premises, subject however to a prior mortgage of \$500.00 of this date, made to dated Dec. 7th 1894 made to Wilder S. Metcalf and now owned by Robt Young.

This Grant is intended as a Mortgage to secure the payment of the sum of Two hundred Dollars, according to the terms of two certain mortgage notes this day executed by the said party of the first part all dated Dec. 18. 1895, payable to Russell Metcalf or order, at the Importers and Traders National Bank, in New York City.

If such payment be made as herein specified, this conveyance shall be void and shall be released upon demand of the party 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 mortgage; and it shall be lawful for the party of the second