

This Indenture, Made this seventeenth day of March in the year of our Lord one thousand eight hundred and ninety six between Frank E. Niekock and Mary Madeline Niekock husband and wife (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and Nider S. Metcalf of Lawrence Kansas of the second part. Witnesseth, that the parties of the first part, in consideration of the sum of four hundred 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 tracts or parcels of land situated in the County of Douglas and State of Kansas, described as follows, to wit: The West Forty (40) acres of the North East Quarter of Section No Eight (8) in Township No Thirteen (13) South of Range No Nineteen (19) East of the Sixth P.M. Also the West ten (10) acres of the following described tract of thirty and $\frac{1}{2}$ (30 $\frac{1}{2}$) acres in the North West Quarter of Section No Eighteen (18) Township No Thirteen (13) Range No Nineteen (19) Commencing at the North East corner of said quarter section thence South Six (6) chains to the Wakarusa Creek, thence up the center of the channel of said creek to a point Eleven (11) chains, twenty five (25) links East of the West line of said quarter section, thence North twenty eight (28) chains, fourteen (14) links to North line of said quarter section, thence East on said North line twenty seven (27) chains, twenty three links (23) to 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 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 four hundred Dollars, and interest thereon, according to the terms of one certain mortgage note and 20 interest notes or coupons, this day executed by the said Parties of the first part to wit: Note No. 1, for four hundred Dollars, due March first 1901 and dated March 17th 1896, 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, and they will keep the buildings on said property insured for ⁱⁿ some approved Insurance Company, payable in case of loss, to the mortgage or assigns, and deliver the policy to the mortgage, as collateral security hereto.

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.

Released see book 39 page 118

Disputed See Book 31 Page 481