

This Indenture, Made this 18 day of August, in the year of our Lord one thousand eight hundred and ninety six, between Lucy Deaya widow (being of lawful age), of the County of Douglas and State of Kansas, of the first part and Chas R. Metcalf, of Lawrence Kansas of the second part.

Witnesseth, That the party of the first part, in consideration of the sum of One Hundred Dollars, to her 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:

The East half of the South East quarter of Section No. Twelve (12), in Township No. Fourteen (14), of Range No. Twenty (20), 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 she is the lawful owner of the premises above granted, and seized of a good and indefeasible estate in inheritance therein; that she has good right to sell and convey said premises, subject however to a prior mortgage of \$300.00 dated Dec. 21<sup>st</sup> 1896 to Wilder S. Metcalf and now owned by L. W. Myrick.

This Grant is intended as a Mortgage to secure the payment of the sum of One Hundred Dollars, according to the terms of One certain mortgage notes this day executed by the said party of the first part, all dated August 13, 1896 payable to Chas. R. Metcalf or order, at the Supers 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 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 agreements 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 part his assigns, interest at the rate of ten percent. 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 percent; but the party of the second part may pay any unpaid taxes charged against said property, or may pay

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  
Chas. R. Metcalf is discharged. As Witness my hand  
this 13<sup>th</sup> day of January, 1898

Chas. R. Metcalf

Recorded Jan 27<sup>th</sup> 1898

Liberty of Deeds  
for  
recording