

This Indenture, Made this thirtieth day of September in the year of our Lord one thousand eight hundred and ninety six between Lewis D. Howard and Kate Howard his wife being of lawful age of the County of Douglas and State of Kansas, of the first part, and Wilders. 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 tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit: The South half of the Southeast quarter of Section Twenty nine (29) in Township Thirteen (13) of Range Twenty (20) 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 ten 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 October 1st 1901 all dated September 30, 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 day of April and October 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.

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. But if default be made in the payment of said principal sum or any part thereof, or any interest thereon, or of said taxes or assessments as provided, 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 parties agree to pay to said second party and his assigns, interest at the rate of ten percent per annum, computed annually on said principal note, from date thereof to the time when the money shall be actually paid, and any payments made on

(For Information see Book 33 Page 98)
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