

Quarter of Section No. Twelve (12) in Township No. Thirteen (13) of Range No. Nineteen (19), 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 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 \$300.⁰⁰ dated June 1, 1891, made to Edward Russell and now owned by Carrie A. Sharp.

This Grant is intended as a mortgage to secure the payment of the sum of Fifty Dollars, according to the terms of One certain mortgage note this day executed by the said parties of the first part all dated February 9th, 1897 payable to Chas R. Metcalf at office of Russell & Metcalf Lawrence, Kansas.

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 or 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 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 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

The following was indorsed on the original instrument
The note herein described having been paid in full this mortgage
is hereby released and the lien thereby created is discharged
As witness my hand this 20th day of August 1898

Chas. R. Metcalf

Recorded August 25th 1898

L. J. Lawrence (Register of Deeds)

W. C. Fisher (Recorder)