in the year of our Lord one thousand eight hundred and ninety seven between Herman Stadler and Matilda Stadler husb and wife (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and Wilder S. Metcalf of Lawrence, Kansas of the second part:

Witnesseth, That the parties of the first part, in consideration of the sum of Six 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 North West Quarter of the North East Quarter; and the North East Quarter of the North West Quarter of Section No. Sixteen (16) in Township No. Thirteen (13) South of Range No. Twenty one (21) East of the Sixth P.M. 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 Six 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 Six Hundred Dollars, due March first, 1902 all dated February 22nd 1897, 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 mortgagee or assigns, and deliver the policy to the mortgagee, as collateral security hereto.

(For Release see Book 39 Page 157)

(Assigned see Book 33 Page 711)