This Indenture, Made this tenth day of May in the year of our Lord One Thousand Eight Hundred and Ninety-Seven, between Moses McMillen, a widower (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 party of the first part, in consideration of the sum of Two Thousand Dollars, to him 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 North West quarter of the North West quarter of Section Thirteen (13), The North East quarter of Section Fourteen (14) and the North half of the North West quarter of Section Fourteen (14), all being in Township Fifteen (15) of Range Eighteen (18) 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 he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances; that he has good right to sell and convey said premises, and that he 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 Two Thousand 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 party of the first part, to wit: Note No. 1 for Two Thousand Dollars, due May 1st, 1902, all dated May 10th 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 May and November in each year, according to coupons attached to said note. The party of the first part further agrees that he 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.

Now, if such payments 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 any part thereof, or any interest thereon, or of said taxes

(Released See Book 35 Page 570)

159 33 (Ass. Book 33 Page 170)

(Assigned See Book 31 Page 605)