

This Indenture Made this first day of December in the year of our Lord one thousand eight hundred and ninety six between James R. Shirar and Denna Shirar, his 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 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 East Half of the south west quarter of Section Seventeen (17) in Township Thirteen (13) of Range Twenty (20) less three acres Railroad right of way and that part which lies South and East of the Wakarusa River 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 six 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 January 1st, 1900, all dated December 1st 1896, payable to Russell & Metcalf or order, at the Importers and Traders, National Bank of New York City, N.Y., with interest payable semiannually on the first days of January and July 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 mortgage or assigns, and deliver the policy to the mort-

This following is indorsed on the original instrument
The note herein described having been paid in full the mortgage
is hereby released and do hereby created and dated
As Witness my hand and seal this 30th day of May A.D. 1899
Wilder S. Metcalf

Recorded May 22nd 1899.