

Lawrence, Kansas of the second part.

Witnesseth: That the part of the first part, in consideration of the sum of Seventy five Dollars to him in hand paid, the receipt whereof is hereby acknowledged, has 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 North West quarter of Section No Thirty six (36) in Township No Thirteen (13) of Range No Eighteen (18), with the appurtenances and all the estate title and interest of the said part of the first part therein and the said part of the first part do hereby covenant and agree that at the delivery hereof, the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein; that he has good right to sell and convey said premises, subject however to a prior mortgage of \$1000.00 made to Kansas Mutual Life Insurance Co.

This Grant is intended as a mortgage to secure the payment of the sum of Seventy five Dollars according to the terms of one certain mortgage note this day executed by the said part of the first part and dated December 30th 1897, payable to Russell & Metcalf or order, at the Importers & Traders National Bank in New York City.

Now, If such payment 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 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 of any sum covenanted to be paid for the period of ten days after the same becomes due, the said first part agrees 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 time when the money shall be actually paid, and any payments 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 payments, with interest at ten percent, in any suit for foreclosure of this mortgage; and it shall be lawful for the party of the second part, his executors administrators and assigns, at any time

The following is endorsed on the original instrument.
The mortgagee having been paid in full, this mortgage is hereby released and
the herein thereby and discharged. Do witness my hand, this 29th day of December 1897.
Richard S. Metcalf.

Recorded Dec. 5th 1898.
C. H. Reynolds, Register of Deeds.