

The following is endorsed on the original instrument
 The note herein described having been paid in full this Mortgage
 is hereby Released, and the same hereby created discharged.
 As Witness My hand this 18th day of November 1903.
 Irving W. Metcalf.

Recorded Dec 25th 1903.

W W Amstrong,
 Register of Deeds.

Deay and Anna Deay, Husband and wife (being of lawful age) of the County of Douglas, and State of Kansas, of the first part, and Irving W Metcalf of Lawrence, Kansas of the second part, Witnesseth, That the parties of the first part, in consideration of the sum of Sixty one and $\frac{9}{100}$ 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 undivided three fourths ($\frac{3}{4}$) of the West half of the South East quarter of Section No. Eighteen (18); in Township No. (14); of Range No. Twenty one (21) East of the Sixth Principal Meridian, 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; that they have good right to sell and convey said premises, subject however to a prior mortgage of \$825.⁰⁰ dated May 21, 1887 made to Edward Russell and now owned by George Sackett. This Grant is intended as a mortgage to secure the payment of the sum of Sixty one and $\frac{9}{100}$ Dollars, according to the terms of Prior certain mortgage notes this day executed by the said parties of the first part, all dated December 26 1897, payable to Irving W. 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 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 of 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 per cent 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 per cent; 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