

This Indenture, Made this thirteenth day of June in the year of our Lord one thousand eight hundred and ninety-nine between Barbara Metcher and Philip Metcher, her husband of Board P.O. in the County of Douglas and State of Kansas of the first part, and J. A. H. Corser of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of fifteen hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part his heirs and assigns forever, all that 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 east quarter of section number thirteen 13 and also the south east quarter of section number thirteen 13 all in Township number fourteen 14 South Range number eighteen 18 east of the sixth 6th Principal Meridian and containing Two hundred and forty 240 acres more or less.

with all 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 owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Fifteen Hundred Dollars

according to the terms of One certain Mortgage Note this day executed and delivered by the said Barbara Metcher and Philip Metcher to the said party of the second part: Due on the 1st day of June 1904 with interest from date to maturity or default as evidenced by coupon attached to said note and interest after maturity or default at the rate of ten per cent per annum until fully paid. and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said parties of the first part their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Attest mark, L. H. Corser

Barbara Metcher (SEAL.)
Philip Metcher (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas County } SS.

Revenue Stamps attached to note

Be it Remembered, That on this 19th day of June, A. D. 1899, before me, L. H. Corser a Notary Public in and for said county and State, came Barbara Metcher and Philip Metcher her husband to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires Jan. 16th 1901 L. H. Corser Notary Public.

Recorded June 19th A. D. 1899, at 3 40 o'clock P.M.

G. B. Doxman
Register of Deeds.

(Assigned Sec Book 37 Page 53-3)

(Assigned Sec Book 37 Page 168)

(Assigned Sec Book 37 Page 618)