

This Indenture, Made this Seventh day of October in the year of our Lord ~~one thousand eight~~ hundred and ninety and nine between John C. Metsker and Christine Metsker (wife) of Board in the County of Douglas and State of Kansas of the first part, and Amos C. Maple of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twenty five 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 west quarter (1/4) of Section Two (2) and the west half of the south east quarter of section Two (2) also the north half (1/2) of the north east quarter (1/4) of section Ten (10) all in Township fourteen (14) North of Range Eighteen (18) East of the 6th P.M. Containing in all Three hundred and Twenty (320) acres
(See Stamp 131)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said John C. Metsker and Christine Metsker 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 Twenty five Hundred Dollars according to the terms of one certain note and five coupons this day executed and delivered by the said John C. Metsker and Christine Metsker to the said party of the second part: his heirs or assigns

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 his 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 of the first part John C. Metsker, his heirs and assigns.

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

Signed and delivered in presence of

John M. Newlin

John C. Metsker (SEAL.)

Christine Metsker (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 7th day of October, A. D. 1897, before me, John M. Newlin, a Notary Public in and for said county and State, came John C. Metsker and Christine Metsker 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 April 13 1903 John M. Newlin Notary Public.

Recorded Oct 15th A. D. 1897, at 4 o'clock P. M.

H. B. Dorman
Register of Deeds.

