This indenture, made this first day of November, in the year of our Lord eighteen hundred and ninety-nine, between Benjamin F. Metsker and Elva F. Metsker his 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 $1400.00 Fourteen 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: Beginning at the south east corner of the north east quarter of section eighteen (18) in Township Fourteen (14) of Range nineteen (19) thence north fifty-three (53) rods, thence west twenty (20) rods thence north eighty (80) rods thence east twenty (20) rods, thence north twenty seven (27) rods to the north east corner of said quarter section, thence west one hundred and sixty (160) rods, to the north west corner of said quarter section thence south one hundred and sixty (160) rods to the south west corner of said quarter section, thence east to the place of beginning containing one hundred and fifty acres of land more or less, 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 claims of all persons. This grant is intended as a mortgage to secure the payment of the sum of $1400. fourteen hundred dollars, and interest thereon, according to the terms of one certain mortgage note and ten interest notes or coupons, this day executed by the said parties of the first part to-wit: Note No. 1. For fourteen hundred dollars, due November 1st, 1904. all dated November 1st 1899. payable to Irving W. Metcalf or order, at the Importers and Traders' National Bank of New York City N.Y. with interest payable semi-annually on the first day of November and 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 will keep the buildings on said property insured for $—— in some approved insurance company, payable, in case of loss to the mortgagee or assigns, and deliver the policy to the mortgagee as collateral security thereto. Now if such payments 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 any part thereof, or any interest thereon or of said taxes or assessments, as provided, or if default be made in the agreement to insure, 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 parties agree to pay to said second party or his assigns, interest at the rate of ten per cent per annum computed semi-annually on said principal note, from date thereof to the time when the money shall be actually paid, and any payments made on account of interest

For Release See Book 57 Page 360

The following is indorsed on the original instrument

For value received I hereby sell and assign the within Mortgage and the notes therein described to Nathaniel W. Myrick Spencer Mass.
As Witness my hand this 28th day of December 1899. Irving W. Metcalf (Rev 25¢)
State of Kansas, County of Douglas, ss.
Be it Remembered that on this 28th day of December 1899, appeared before me a Notary Public in and for said County and State Irving W. Metcalf to me personally known to be the same person who executed the foregoing assignment and duly acknowledged the execution thereof. In witness whereof I have hereunto subscribed my name and affixed my official seal on the day and year last above written. C. M. Manter Notary Public. My commission expires January 23rd 1900. (L.S.)
Recorded December 30th 1899. [illegible] Register of Deeds.