

The following is Endorse on the original instrument
 The note herein described having been paid in full
 this mortgage is hereby released and the lien thereon
 created Dec 2 " 1904.
 W. W. Worthington,
 Register of Deeds.
 Created Dec 2 " 1904.
 Irving W. Metcalf.

This indenture, made this first day of November, in the year of our Lord eight hundred and ninety nine, between Benjamin F. Metcalf, and Elva F. Metcalf, 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 \$105.00 One hundred and five Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, have sold, and by this 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 (60) rods; to the north west corner of said quarter section; thence south one hundred and sixty (60) rods to the south west corner of said quarter section; thence east to the place of beginning, containing one hundred and fifty (50) acres, ^{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 seised 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 \$1200.00 fourteen hundred dollars, of this date, made to Irving W. Metcalf. This grant is intended as a mortgage to secure the payment of the sum of One hundred and five dollars, according to the terms of two certain mortgage notes this day executed by the said parties of the first part all dated November 1st, 1899, payable to Irving W. Metcalf, or order, at the Importers' and 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 become 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 upon the notes from the date thereof to the time when the money shall be actually paid, and such 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. per annum, 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 per cent. per annum in any suit for foreclosure of this mortgage, and it shall be lawful for the party of the second part, his executor, administrator or assigns,