

the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement waived or not, at the option of the parties of the second part, and out of all the money arising from such sale, to retain the amount then due, or to become due, according to the conditions of this instrument, and interest at two per cent. per annum, from the time of said default until paid, together with the costs and charges of making such sale, to be layed as other costs in the suit. In witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Myrta Chockley Banta (seal)
G. F. Banta (seal)

State of Kansas } S.S.
County of Douglas }

Be it remembered, that on this 11th day of April A.D. 1900 before me, a Notary Public in and for said County and State, came Myrta Chockley Banta and G. F. Banta her husband to me personally known to be the same person described in, and who executed the foregoing mortgage 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.

L. H. Covert,
Notary Public.

My commission expires Jan 16th 1901.

Recorded April 11, A.D. 1900, at 3 o'clock, P.M.

L. J. Foxman
Register of Deeds.

This following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created is discharged. As witness my hand, this 20th day of October - 1902 -

Recorded - Oct 20 - 1902 - L. J. Foxman, Register of Deeds.
Dep. Billie B. Foxman, Deputy.

This indenture made this 11th day of April in the year of our Lord nineteen hundred between Myrta Chockley Banta, daughter and sole heir at law of William Chockley, deceased and G. F. Banta her husband (being of lawful age), of the County of Douglas and State of Kansas, of the first part, and Hilder S. Metcalf of Lawrence Kansas, of the second part, witnesses, that the parties of the first part, in consideration of the sum of \$50. fifty 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 south half of the south west quarter of section twenty seven (27), in Township fourteen (14) of Range Nineteen (19), 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 \$1,000. One Thousand dollars, of this date, made to Hilder S. Metcalf. This grant is intended as a mortgage to secure the payment of the sum of \$50. fifty dollars, according to the terms of two certain mortgage notes this day executed by the said parties of the first part, all dated April 11, 1900, payable to Hilder S. Metcalf, & order, at the Bankers Trust 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 in default