

and according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said party of the first part her heirs and assigns. In testimony whereof, the said party of the first part has hereunto set her hand and seal the day and year last above written.

Signed, sealed and delivered in presence of \_\_\_\_\_ M. W. Cluff (seal)

State of Kansas )  
Douglas County) B. It is remembered, that on this 18<sup>th</sup> day of May A. D. 1900, before me J. H. Bonebrake, a Notary Public in and for said county and State came M. W. Cluff, a widow 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.



J. H. Bonebrake,  
Notary Public.

My commission expires Feb. 4, 1904.

Recorded May 17, A. D. 1900, at 10<sup>50</sup> o'clock, A. M.

H. A. Doxman  
Register of Deeds.

This indenture made this 18<sup>th</sup> day of May, in the year of our Lord nineteen hundred between George Griffith and Estella Griffith his wife (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, witnesseth, that the parties of the first part, in consideration of the sum of \$900. Nine 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: The south half of the north east quarter of section Twenty six (26), in Township Thirteen (13), 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 seised 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 \$900. Nine 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 Nine hundred dollars, due May 1<sup>st</sup> 1900 all dated May 11, 1900, payable to Hilder S. Metcalf, or order, at the Farmers' and Traders' National Bank of New York City, N. Y. with interest payable semi-annually on the first days of May and Nov. 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 they will keep the buildings on said property insured for

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The following is endorsed upon the original instrument  
For value received hereby sell and assign the within mortgage and the notes thereon described to F. H. Bartlesay, Trustee. As witness my hand this 2<sup>nd</sup> day of June 1900.