

The following is indented on the original instrument

For value received I hereby sell and assign all the within Mortgage and the two shares described, to Catherine W. Myrick, P. O. Angeles California. As witness my hand this 15th day of October, 1900. W. H. Metcalf, State of Kansas County of Douglas, S. B. It is understood that on the 15th day of October, 1900 appeared before me a Notary Public in and for said County and State, W. H. Metcalf, of the County of Douglas, State of Kansas, who presented to me 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. Munster
Notary Public

Recorded Oct 16th 1900, J. J. Freeman Register of Deeds

This indenture, made this 22^d day of September, in the year of our Lord nineteen hundred, between Charles H. Harris and Menta D. Harris his wife (being of lawful age), of the County of Douglas, and State of Kansas, of the first part, and W. H. Metcalf, of Lawrence, Kansas, of the second part, Witnesseth, that the parties of the first part, in consideration of the sum of \$150.00 One hundred and 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 east half of the south west quarter of the south east quarter of section twenty-one (21) in township twelve (12) 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, 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 \$150.00 One hundred and fifty Dollars, and interest thereon, according to the terms of one certain mortgage note and six interest notes or coupons, this day executed by the said parties of the first part, to-wit: Note, No. 1- for One hundred and fifty dollars, due October 1st 1903, all dated Sept. 22-1900, payable to W. H. Metcalf, or order, at the Importers and Traders' National Bank of New York City, N. Y., with interest payable semi-annually on the first days of April and October in each year, according to coupons attached to said note. 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, 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 covenanting 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 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, 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, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal waived or not, at the option of the party of the second part, and out of all the moneys arising from such sale, to retain the amount then due, or to become due, according to the conditions

My commission expires January 23rd 1904

(L.S.)

For Release see Book of Pages 870