

case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

In Witness Whereof, the said party of the first part have hereunto set their hands the day and year first above written.

Floyd E. Kalb.

Maggie Kalb.

State of Kansas, County of Douglas, SS:

On this Eight day of Feb. A.D. 1908, before me, a Justice of the Peace, in and for said County, personally appeared Floyd E. Kalb and Maggie Kalb, his wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed. Witness my hand and official seal, the day and year last above written.

(SEAL) Jas. G. Dodds, J.P.

Recorded Feb. 11, A.D. 1908 at 9.40 A.M.

A.W. Armstrong, Register of Deeds.
By Elia E. Armstrong Deputy.

This Indenture, Made this first day of February in the year of our Lord nineteen Hundred and Eight between William L. Burdick and Nellie De F. Burdick his wife (being of lawful age). of the County of Douglas, and State of Kansas, of the first part, and Wilder S. Metcalf, of Lawrence, Kansas, of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of \$1400 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: The south four feet of Lot Seventy-six (76) Lot Seventy-eight (78) and the north twenty feet of Lot Eighty (80) on Kentucky Street in the City of Lawrence.

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 \$1400. Fourteen Hundred Dollars, of this date, made to Wilder S. Metcalf.

THIS GRANT is intended as a mortgage to secure the payment of the sum of \$1400.

Fourteen Hundred Dollars, according to the terms of two certain mortgage notes this day executed by the said parties of the first part all dated February 1st 1908, payable to Wilder S. 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

The note herein described has been paid in full, this mortgage is hereby released and the lien thereby created discharged. At witness my hand this 11th day of February, A.D. 1908.

Abbie E. M. Robinson

Recorded Nov 7-1911
Wilder S. Metcalf
Register of Deeds

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