

described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed. In Witness Whereof I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires April 10th 1915. (SEAL) A.P. Flinn, Notary Public, Douglas County, Kansas.

RECORDED MARCH 8, 1913 AT 9:45 A.M.

*Stacy L. Lawrence*  
Register of Deeds.

THIS INDENTURE, Made the first day of February in the year of our Lord One thousand nine hundred thirteen by and between Martha B. Metcalf and James C. Metcalf, her husband, of the County of Douglas, and State of Kansas, parties of the first part, and W.E. Hazen, W.H. Carruth, W.E. Higgins, as Trustees, under the will of LUCIUS H. PERKINS, deceased, party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Twenty five hundred Dollars to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and confirm unto the said parties of the second part, and to their successors, and assigns, forever, all of the following described tracts, piece or parcel of land lying and situate in Lawrence, County of Douglas and State of Kansas, to-wit: Lots Nos thirteen (13) and Fourteen (14) in Haskell Place an Addition to the City of Lawrence, Kansas, To Have and to hold the same with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and all rights of homestead exemption, unto the said parties of the second part, and to their successors and assigns forever. 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, and that they will warrant and defend the same in the quiet and peaceable possession of the said parties of the second part, their successors and assigns forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to-wit: First. Said Martha B. Metcalf and James C. Metcalf are justly indebted unto the said parties of the second part in the principal sum of Twenty five hundred dollars, lawful money of the United States of America, being for a loan thereof, made by said parties of the second part to the said Martha B. Metcalf and James C. Metcalf, and payable according to the tenor and effect of one certain First Mortgage Real Estate Note numbered one, executed and delivered by the said Martha B. Metcalf, and James C. Metcalf, bearing date February 1st 1913 and payable to the order of the said W.E. Hazen, W.H. Carruth, W.E. Higgins, as Trustees, five years after date at Watkins National Bank, Lawrence, Kansas, with interest thereon from date until maturity at the rate of 6½ per cent per annum, payable semi-annually, on the first days of February and August in each year and ten per cent per annum after maturity, the installments of interest being further evidenced by

ATTEST:

*Stacy L. Lawrence*  
Register of Deeds.

In consideration of full pay-  
ment of the within mortgage I  
hereby release the same this  
8th day of March 1913.  
L. H. Perkins Trust Estate.  
Stacy L. Lawrence, Register of Deeds.