

(The following is endorsed on the Original instrument recorded in Book 53, page 69.)

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For and in consideration of Two Thousand Dollars to him in hand paid, the receipt of which is hereby acknowledged, I, Frank H. Wacker the mortgagee within named, do hereby assign and transfer to Henry Wacker or his assigns the note by the foregoing mortgage secured, and do hereby assign and transfer to the said Henry Wacker all my right, title and interest to the lands and tenements in said mortgage mentioned and described.

In Witness Whereof, I have hereunto set my hand and seal at Baldwin in the County of Douglas and State of Kansas this 6th day of March A.D. 1914

Frank H. Wacker (SEAL)

State of Kansas, Douglas County, SS.

Be It Remembered, That on this 6th day of March A.D. 1914 before me, W. M. Clark a Notary Public in and for said County and State, came Frank H. Wacker to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

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 May 15 1915

W. M. Clark, Notary Public.

Recorded June 17th, A.D. 1914, at 9:45 o'clock A.M.

Walter L. Lawrence
Register of Deeds,
Geo. L. Metzger Deputy.

This Indenture, Made this Thirteenth day of June, in the year of our Lord One Thousand and Nine Hundred and Fourteen (1914), between Ira T. Steele and wife Mary D., (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 Five Thousand Dollars (\$5,000.00), 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 Southwest quarter of Section number Twenty-eight (28), Township number Thirteen (13), South, Range number Eighteen (18), East;

Also all that part of the Northwest quarter of said Section number 28 bounded and described as follows: Beginning at a stake at the Southwest corner of the North half of the South half of said Northwest Quarter, running thence East Thirty-three (33) chains to a stone in the old Clinton State Road, thence South 45° 34' East 4-39/100 chains, thence East 4-475/1000 chains to a stake in the East line of said quarter section thence South 6-535/1000 chains to the center of said section thence West 40 chains to the West line of said Quarter section, and thence North 10 chains more or less to the place of beginning, containing 35 75/100 acres more or less;

Also all that part of the Southeast quarter of Section number Twenty-nine (29), Township and Range aforesaid, bounded and described as follows, viz.: Beginning on the East line of said Southeast quarter at a point where said line intersects the middle of the Clinton State Road, thence running North 58° rods more or less to a point 8 1/2 rods south of the Northeast corner of said Southeast quarter, thence West 20 rods, thence South 56 rods, thence Southeasterly 14 rods more or less to the middle of said Road, and thence Northeasterly along the middle of said Road 14 rods more or less to the place of beginning, containing 7 65/100 acres, more or less: All in Douglas County Kansas, 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 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 Five Thousand Dollars (\$5000.00), 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; all dated June 13th, 1914, payable to Wilder S. Metcalf or order at the Lawrence National Bank of Lawrence, Kansas, with interest payable semi-annually on the first days of June and December in each year, according to the 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 premises insured for \$----- in some approved insurance company, payable, in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee as collateral security thereto.

Now, if such payments be made as herein specified, this conveyance shall be void, and released upon the 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 if said taxes or assessments, as provided, or if default be made in the agreement to insure, 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 covenanted 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 the account of interest shall be credited in said computation, so that the total amount of interest collected

*The 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 discharged.
As Witness my hand this 15 day of October, 1914.
Margaret W. Upston, Clerk*

Recorded - Oct 15 - 1914

Esther W. Nichols
Register of Deeds

Ernest A. Clark
Deputy

Enclosed is "Book 53" page 581