

THIS INDENTURE, Made this 6th day of October, in the year of our Lord nineteen hundred and sixteen, between W. R. Piper and Mattie Piper 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 \$200. Two Hundred Dollars to them in hand paid, the receipt whereof is hereby acknowledged, have and 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 the Southwest quarter of Section Twenty eight (28) 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; and that they have good right to sell and convey said premises, subject, however, to a prior mortgage of \$1000. One Thousand Dollars of Dec. 26-1913 ~~date~~, made to Wilder S. Metcalf.

This Grant is intended as a mortgage to secure the payment of the sum of \$200. Two hundred Dollars, according to the terms of one certain mortgage note with coupons attached for interest this day executed by the said parties of the first part all dated October 6-1916, payable to Wilder S. Metcalf, or order, at the office of Wilder S. Metcalf, in Lawrence, Kansas.

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 payment 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 second part, and in case of 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 the said second party or his assigns, interest at the rate of ten per cent. per annum, computed semi-annually, on said notes from the date thereof to the time when the money shall be actually paid, and any payment 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, or may pay the interest coupons past due, and also one year in advance, upon the first mortgage, and may pay for any insurance required under the first mortgage, 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 executors, administrators or assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement 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 of this instrument, and interest at ten per cent. per annum from the time of said default until paid, together with the costs and charges of making such sale.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals this day and year first above written.

W. R. Piper (SEAL)  
Mrs. Mattie Piper (SEAL)

State of Kansas, County of Douglas, SS.

BE IT REMEMBERED, That on this 7th day of October A.D. 1916, appeared before me, a Notary Public in and for said County and State W. R. Piper and Mattie Piper, his wife, to me personally known to be the same person who executed the foregoing mortgage, 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.  
My commission expires Jan 23-1920. (SEAL)

C. M. Marter, Notary Public.

Recorded Oct., 7th., A.D. 1916, at 3:05 o'clock P.M.

Dwight L. Lawrence  
Register of Deeds,  
Geo. C. Hays  
Deputy.

THIS INDENTURE, made the second day of October A.D. 1916, between Elizabeth Davis, a widow, of the County of Douglas and State of Kansas, party of the first part, and J. L. Pettjohn & Co., of Olatha, Johnson County, Kansas, parties of the first part.

WITNESSETH, that the said party of the first part, in consideration of the sum of Fifteen hundred and no/100 Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said parties of the second part, their successors, heirs and assigns, the following described real estate in the County of Douglas and State of Kansas, to-wit:

The North Half (½) of the Southeast quarter (¼) of Section Number Twenty-six (26), Township Number Thirteen (13), Range Number Nineteen (19), East of the Sixth (6th) Principal Meridian in Douglas County, Kansas.

TO HAVE AND TO HOLD the same, with appurtenances thereto belonging or in anywise appertaining, including any right of homestead, and every contingent right or estate therein, unto the said parties of the second part, their successors, heirs and assigns forever; the intention being to convey an absolute title in fee to said premises.

Recorded June 1, 1916, 10:20

The following is extracted from the original instrument:  
For the purpose of fully acknowledging full payment of the debt mentioned herein, and complete satisfaction of the within mortgage, and hereby certifying the same discharged of record.  
Witness my hand and seal of my office this 12th day of March A.D. 1917, at Kansas City, Missouri.

For Release See Book 57 Page 1192

For assignment see Book 57 Page 1192  
For Release see next page