

# This Indenture,

Made this 19th day of June

A. D. 19 52, between Margaret Eugenia Davis, an unmarried woman, and Ermingarde Minerva Davis, an unmarried woman

of Lawrence, in the County of Douglas and State of Kansas of the first part, and The Douglas County Building and Loan Association of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Seven Thousand and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and Mortgage to the said party of the second part, its heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

Beginning at a point 5 chains North of the South West corner of the South East Quarter of Section Five (5), Township Thirteen (13), Range Twenty (20), in the center of Road No. 205, established October 8, 1872, thence North on the West line of said Quarter Section, 11 chains, thence East 20 chains, thence South 11 chains to the center of said road, thence West along the center of said road, 20 chains, to the place of beginning, containing 22 acres, more or less.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 owner<sup>s</sup> of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

This grant is intended as a mortgage to secure the payment of Seven Thousand and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part

to the said party of the second part and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part, its successors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part, their

heirs and assigns. In Witness Whereof, The said part ies of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

*Margaret Eugenia Davis*, (SEAL)  
*Ermingarde Minerva Davis*, (SEAL)

STATE OF KANSAS  
County of Douglas

Be It Remembered, That on this 23rd day of June A. D. 19 52

before me, the undersigned, a Notary Public in and for said County and State, came Margaret Eugenia Davis, an unmarried woman, and, Ermingarde Minerva Davis, an unmarried woman to me personally known to be the same person<sup>s</sup> 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 Dec 31 1952 *Earl Emick* Notary Public.

Recorded July 1, 1952

*Heard & Seal*

*By Marie Wellson*