

MORTGAGE. 60561 Book 113  
(NO. 528) Boyles Legal Blanks - CASH STATIONERY CO., Lawrence, Kansas

**This Indenture,** Made this 30th day of August  
A. D. 1956, between Russell W. Davee and Cleora M. Davee,  
husband & wife

of Baldwin, in the County of Douglas and State of Kansas  
of the first part, and George L. Davis and Ruth J. Davis or the survivor

of the second part.  
Witnesseth, That the said part ies of the first part, in consideration of the sum of  
Forty Two Hundred & 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 part ies of the second part their 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:  
Lot Ninety One (91) on High Street, Baldwin City, Douglas  
County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.  
And the said Russell W. Davee and Cleora M. Davee  
do hereby covenant and agree that at the delivery hereof they are the lawful owner 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 Forty Two Hundred - - - - -  
Dollars, according to the terms of One certain Note this day executed and delivered by the  
said Russell W. Davee and Cleora M. Davee to the  
said part ies 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 part ies of the second part executors, administrators 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 part ies making such sale, on demand, to said

heirs and assigns

In Witness Whereof, The said part ies of the first part have hereunto set their  
hand<sup>s</sup> and seal<sup>s</sup> the day and year first above written.

Signed, Sealed and delivered in presence of

Russell W. Davee (SEAL)

Cleora M. Davee (SEAL)

Cleora M. Davee (SEAL)

Cleora M. Davee (SEAL)

STATE OF KANSAS  
Douglas County, } ss.



Be It Remembered, That on this 30th day of August A. D. 19 56

Before me, Hale Steele a Notary Public

in and for said County and State, came Russell W. Davee and  
Cleora M. Davee

to me personally known to be the same person<sup>s</sup> who executed the within 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 December 12 19 56

Hale Steele Notary Public

Harold A. Dick

George L. Davis, a wife

30th  
August  
1956

Haddie Beck

By James Beem