

My Commission expires January 20, 1887.
Recorded September 23, 1886 at 11⁰⁰ O'clock A.M.

B. J. Miller

Register of Deeds.

This Indenture, made this twenty second day of September in the year of our Lord one thousand eight hundred and eighty six, between Henry B. Wair and Josephine Wair his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Mary J. Davis of Little Rock Arkansas of the second part:

Witnesseth, That the said parties of the first part in consideration of the sum of One Hundred and Ten 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, her 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 No. Sixteen (16) on Jefferson Street, in the City of Lawrence, being the homestead of said parties of the first part, 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 in inheritance therein free and clear of all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of One Hundred and ten (110) Dollars in an (1) year from date, with interest from date until paid at the rate of ten (10) percent per annum payable semiannually, according to the terms of a certain promissory 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 payment be made as herein specified, But if default be made in such payment, 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 shall become due and payable, and it shall be lawful for said party of the second part, her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part her executors, administrators or assigns;

They hereby acknowledge satisfaction in full of this mortgage.

Done January 13, 1888.

Mary J. Davis
or Wm. B. Davis

Witnesses of
James B. Davis

South of
and
with all
said parties
covenant
the premises
relaxance

the sum
omissory
s and Mary
ers from
at 8%
ments be
ment, or any
not kept up
whole amount
said party
ny time
of, in the
the option
ign; and
ount then
arges of
it by the

art have
written.
Hicks (stat)
Hicks (stat)

September
for said
his wife
the foregoing
nc.

d affixed
Kutman
Henry Public