

the County of Douglas and State of Kansas,
described as follows, to wit:

Lot Seventeen (17) Block Fourteen (14)
Sinclair's Addition to the City of Lawrence
Kansas, with all the appurtenances, and
all the estate, title and interest of the
said parties of the first part therein. And the
said John S. Davis and Lyda A. Davis his wife
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, free and clear of
all incumbrances.

This Grant is intended as a Mortgage
to secure the payment of the sum of
Three Hundred and Twenty Three and ³⁰/₁₀₀ Dollars
on the 27th day of February 1887, according
to the terms of one certain promissory
note this day executed and delivered
by the said John S. Davis and Lyda A. Davis
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 convey-
ance shall become absolute, and the
whole shall become due and payable,
and it shall be lawful for said party
of the second part his executors, adminis-
trators and assigns, at any time there-
after, to sell the premises hereby granted,
or any part thereof in the manner pre-
scribed by law, appraisement hereby waived
or not, at the option of the party of the
second part, his executors, administrators
or assigns; 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