

This Indenture Made this 21st day of July in the year of our Lord one thousand eight hundred and eighty eight between Jas A. Davidson and Isabella J. Davidson his wife of Grover in the County of Douglas and State of Kansas of the first part and Ellis B. Noyes of the second part

Witnesseth That the said parties of the first part, in consideration of the sum of Five Hundred \$5.00 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, his 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:

The West half of the Southwest fractional quarter of Section Thirty one (31) Township Eleven (11) Range Eighteen (18) Eers about Eleven (11) Acres Vig. Begin at the West Corner of said Sec & thence North Eighty two (82) rods East Eighteen (18) rods South to South line of said quarter section thence West to beginning with all 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 free and clear of all encumbrances.

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred \$5.00 Dollars according to the terms of One certain promissory Note this day executed and delivered by the said James A. and Isabella J. Davidson to the said party of the second part payable three years from date at The National Bank of Lawrence Kansas and this conveyance shall be void if such payments 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 amount shall become due and payable. It shall be lawful for the said party of the second part, his 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 his executors, administrators or assigns, and out of all the moneys arising from such sales, to retain the

In consideration of full payment of the within mortgage I hereby release the same this 21st day of July 1888