

MORTGAGE RECORD

By the State of Kansas, Notary Public, Lawrence, Kansas

This Indenture, Made this first day of March in the year of our Lord one thousand eight hundred and eighty nine between Albert G. Davis and Elizabeth his wife of the first part, and Jacob Rehm of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Twentytwo hundred and fifty (\$2250.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has 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 South thirty six and 2/3 acres of the North half of the Southeast quarter, also the South thirty three and 1/3 acres of the North east quarter of the South west quarter all in Section Ten 10 Township Thirteen 13 Range Twenty one 21 being in the aggregate one hundred acres more or less

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Albert G. Davis and Elizabeth 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 Twentytwo hundred and fifty Dollars according to the terms of five certain Notes this day executed and delivered by the said Albert G. Davis and Elizabeth his wife to the said party of the second part: to-wit: \$500 payable on or before March 1/1/91, \$500 payable on or before March 1/1/92, \$500 payable on or before March 1/1/93, \$500 payable on or before March 1/1/94 and \$500 payable on or before March 1/1/95 with 5 percent interest annually provided in said notes

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, and 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 amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Albert G. Davis and Elizabeth his wife their heirs and assigns.

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

Signed and delivered in presence of

Chas Pella

Albert G. Davis (SEAL.)

Elizabeth Davis (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 22nd day of March, A. D. 1887, before me, Chas Pella, a Notary Public in and for said County and State, came Albert G. Davis and Elizabeth his wife

to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires June 17 1891. Chas Pella Notary Public.

Recorded March 22 A. D. 1887, at 12:30 o'clock P. M.

James B. ... Reg. later of Deeds.



the foregoing instrument... the Note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. After clearing my hand, this 27th day of March, 1895. Received April 9, 1895 at 11:00 o'clock P.M. James B. ... Notary Public.