

MORTGAGE RECORD

This Indenture, Made this 31 day of August in the year of our Lord one thousand eight hundred and eighty Nine between William Davis and M. Davis his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Frank French of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of seventy (70⁰⁰) 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: Lot No. Nineteen (19) Garfield Street, Doan's Sub. Division of Block No. Seven, Carl's Addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said William Davis do hereby covenant and agree that at the delivery hereof he is 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 the sum of seventy Dollars

according to the terms of One certain Note this day executed and delivered by the said William Davis to the said party of the second part: One year after date

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 William Davis 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

William Davis (SEAL.)

E. M. Davis (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 31 day of August, A. D. 1889, before me, F. A. Steele, a Notary Public in and for said County and State, came William Davis and E. M. Davis 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 1890.

Recorded Sept 2 A. D. 1889, at 10²⁰ o'clock A.M.

James Brooks
Register of Deeds.

The following is indorsed on the original instrument:
My consideration of full payment of the mortgage mortgage
I hereby release the same this 10 day of January 1891
George J. Wilbur

Recorded January 10 1891
Filed for record 1891
Negotiable Note

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