

This Indenture, Made this fourth day of November in the year of our Lord one thousand eight hundred and ninety between William J. Davis & Emily S. Davis his wife of Heper in the County of Douglas and State of Kansas of the first part, and Margaret Davis of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of fifteen hundred 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: The North west quarter of Section Twenty nine (29) Township Thirteen (13) Range Twenty one (21) east and containing One hundred & Sixty (160) 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 William J. Davis and Emily S. Davis do hereby covenant and agree, at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of fifteen hundred Dollars according to the terms of one certain Note this day executed and delivered by the said William J. Davis and Emily S. Davis to the said party of the second part: one or before five years after date of date of note to the order of Margaret Davis fifteen hundred Dollars, with eight per cent interest per annum, payable annually from date until paid. Value received. Signed William J. Davis Emily S. Davis

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 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 executors, administrators or assigns; and out of all 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 heirs and assigns.

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

Signed and delivered in presence of William J. Davis (SEAL.)
Emily S. Davis (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 4th day of November, A. D. 1890, before me Charles A. Hill, a Notary Public in and for said County and State, came William J. Davis and Emily S. Davis



to me personally known to be the same person 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 July 2nd 1892 Charles A. Hill Notary Public.
Recorded Nov. 6 A. D. 1890, at 10 o'clock A. M.

James Brooks Register of Deeds

The following is endorsed on the original instrument
 The copy herein described having been paid at full. This mortgage is hereby released and the
 said Henry is hereby discharged. As witness my hand this 22 day of second Month A. D. 1893
 Margaret Davis
 Recorded March 10th 1893
 James Brooks Register of Deeds