

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Seventh day of March in the year of our Lord one thousand eight hundred and ninety one between John L. Davis and Sarah E. Davis husband and wife of Douglas 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 One hundred and thirty five (1035) 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 South half of the South West quarter of Section Five (5) Township Fourteen (14) South of Range Eighteen (18) East of the 6th Principal Meridian.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said John L. Davis and Sarah E. Davis do hereby covenant and agree that 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 One hundred and thirty five Dollars according to the terms of one certain promissory note this day executed and delivered by the said John L. Davis and Sarah E. Davis to the said party of the second part: with ten interest coupons attached, said principal note being payable five years after date, with interest at the rate of eight percent per annum payable semi-annually as in said coupons noted

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 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 John L. Davis his 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

John L. Davis (SEAL.)
Sarah E. Davis (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, }
 County of Douglas } ss.

Be it Remembered, That on this 12 day of March, A. D. 1891, before me Wm. S. Sinclair, a Notary Public in and for said County and State, came John L. Davis and Sarah E. 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 Sept 13 1892 Wm. S. Sinclair Notary Public.
 Recorded March 12 A. D. 1891, at 1 o'clock P. M.

James Brooks
 Register of Deeds

For release see Book 57 Page 99