

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 25th day of May in the year of our Lord one thousand eight hundred and eighty nine between Francis H. Davis and Cornelia (his wife) of the County of Douglas and State of Kansas of the first part, and Mrs Laura King of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Hundred and Sixty Eight 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: Lot No 15 Thirteen, Block No 18 Eight Lane First Addition to the City Lawrence Kansas

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said do hereby covenant and agree ^{that} at the delivery hereof the lawful owner 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 One Hundred and Sixty Eight Dollars according to the terms of twelve certain Promissory this day executed and delivered by the said Francis H. Davis and Cornelia (his wife) to the said party of the second part:

and this conveyance shall be void if such payment be made as herein specified. But if default be made in said payment, or any part thereof, as ~~provided~~ ^{made} then, 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 parties of the second part her 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 part of the second part executors, administrators or assigns; and out of all moneys arising from such sale, to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Francis H. Davis and Cornelia (his wife) heirs or 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

Francis H. Davis (SEAL.)
Cornelia Davis (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, } ss.
Douglas County

On this twenty fifth day of May, A. D. 1889, before me Harry Rankin, a Notary Public in and for said County came Francis H. Davis and Cornelia his wife to me personally known to be the same persons who executed the above instrument, and duly acknowledged the execution of the same to be their own voluntary act and deed

In Witness Whereof, I have hereunto subscribed my name and affixed my Notarial Seal on this day and year last above written
 Commission expires March 5 1892 Harry Rankin Notary Public.
 Recorded Feb 27 A. D. 1892, at 2 o'clock P. M.

James Brooks
 Register of Deeds