

JOURNAL CO., LAWRENCE, KAN.

State of Kansas, Douglas County, Clerk of the District Court of Douglas County, Kansas, upon application of M.A. Corrie and upon payment to and of the fee of thirty cents (\$0.30) do hereby certify that on the 8th day of July 1902, in an action in said District Court in which Helen E. Allen was plaintiff and James M. Davis et al defendants, a judgment in judgment of foreclosure of the within mortgage was duly rendered, which said judgment appears on the records of said Court in journal "N." at page 13. That no execution or order of sale was executed within five years thereafter, and that no proceedings to remove said judgment have been instituted within six years from the date of said judgment as appears from the records of said Court. On testimony whereof I have hereunto set my hand this 30th day of March 1917.

(Assigned see Book 31 Page 8-15)

Attest: J. H. Wright, Clerk of the District Court Douglas Co. Kan.

This Indenture, Made this 1st day of July in the year of our Lord one thousand eight hundred and ninety two between James M. Davis and Mary J. Davis, his wife, of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and William E. Sinclair, of same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four hundred and ninety 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: lots Nos twenty two and twenty one (21) both in Block No Fourteen and of same place Addition, in the City of Lawrence, being the homestead of the said parties of the first part, who agree to maintain \$350 insurance upon the buildings now on, or to be erected upon said lots, during the existence of this loan, for benefit of second party, heirs and assigns.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 state of inheritance therein free and clear of all incumbrances and that they will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs and assigns forever, against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Four hundred and ninety Dollars according to the terms of one certain Mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: due in five years from date, with interest from date to maturity or default, as evidenced by coupons attached to said note, and interest after maturity or default in payment of interest, at the rate of ten per cent per annum, until fully paid 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, appraisalment 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 parties of the first part, their heirs and assigns.

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

Signed and delivered in presence of
L. H. Wright
James M. Davis (SEAL.)
Mary J. Davis (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 6th day of July, A. D. 1892, before me L. H. Wright a Notary Public in and for said County and State, came James M. Davis and Mary J. 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 April 21, 1895 L. H. Wright Notary Public.
Recorded July 6 A. D. 1892, at 3³⁰ o'clock P. M.
James Brooks Register of Deeds