

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 9 day of September in the year of our Lord one thousand eight hundred and ninety two between Levi B. Davis unmarried of Lawrence in the County of Douglas and State of Kansas of the first part, and N. D. March of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents doth 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 East Quarter of Section No three (3) in Township No thirteen (13) South of Range No Eighteen (18) East of the Sixth P.M.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Levi B. Davis doth hereby covenant and agree, at the delivery hereof he is 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 and that he will warrant and defend the same in the quiet and peaceable possession of the 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

Two Hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said Levi B. Davis to the said party of the second part: payable in two years from date with interest as evidenced by coupons attached to said note and interest after maturity or default at the rate of ten per cent per annum until 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, 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 Levi B. Davis his heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Levi B. Davis (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 9 day of Sept, A. D. 1892, before me, a Notary Public in and for said County and State, came Levi B. Davis unmarried 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 June 18 1894 L. D. Steele Notary Public.
Recorded Sept 9 A. D. 1892, at 11 o'clock A. M.

James Brooks Register of Deeds

The following is inserted on original instrument
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.

As Witness my hand this 15 day of Aug 1894.
N. D. March
Recorded Aug 15 1894 at 11 o'clock AM James Brooks Register of Deeds
H. W. Carman Deputy