

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this fourteenth day of March in the year of our Lord one thousand eight hundred and ninety three between Mrs Sarah Davis and George Davis her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs Sarah J. Shearer of the same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of four hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do sell 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 One hundred and fifty and the South Sixteen and two thirds (16 2/3) feet of Lot No One hundred and forty eight (150 and 1 16 2/3 ft of 148) both on Ohio Street in the City of Lawrence in said County and State according to the plat of said City

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 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 four hundred dollars according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part: due and payable on or before February 15 1894 with interest at eight per cent per annum.

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 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 party of the second part her executors, administrators and assigns; and out of all the 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 Mrs Sarah Davis her 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

Nugh BlairSarah Davis
George Davis

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 13th day of March, A. D. 1893, before me Nugh Blair a Notary Public in and for said County and State, came Mrs Sarah Davis and George Davis her husband 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 28th Decr 1893.Recorded juw 15 A. D. 1893, at 5³⁰ o'clock P M.

Notary Public.

Register of Deeds.

The following is endorsed on the original instrument
The note herein described having been paid in full this mortgage is hereby released and the first trust created discharged
As witness my hand this third day of April A.D. 1894
L. A. McElreath
Recorder

Recorded April 18th 1894
James Brooks
Register of Deeds

