

This Indenture, Made this 26th day of December in the year of our Lord one
thousand eight hundred and ninety four between James Davidson and Lucinda
Davidson (his wife) and George L. Davidson (single) of Franklin Twp. in the
County of Franklin and State of Kansas of the first part, and Nathalie M.
Mullen of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of Five Hundred 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: The South East Quarter of the South West Quarter of Section No (33) Twenty two and North half of the North West Quarter of the North East Quarter of Section No Twenty eight (48) all in Township No Fourteen (14) South of Range No Twenty One (21) East, with the appurtenances, and all the estate, title and interest of the said parties of the first part therein, but the said James Davidson & Lucinda Davidson and George L. Davidson 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 encumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of
Five Hundred Dollars, according to the terms of a certain Promissory Note
this day executed by the said James Davidson and Luinda Davidson
to George L. Davidson to the said party of the second part.

S. J. Sullivan & Son

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder thereof; and it shall be lawful for the said party of the second part her executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, "appraisement waived"; and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by