

This Indenture, Made this 3<sup>rd</sup> day of December in the year of our Lord one thousand eight hundred and ninety five between John C. Davis and Sarah E. Davis his wife, of Alfred in the County of Douglas and State of Kansas, of the first part, and The Lawrence National Bank of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Eight Hundred and Forty Five Dollars, to them duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and mortgage to the said party of the second part and its successors 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 (½) of the South West Quarter (¼) of Section ten (10) Township Fourteen (14) Range eighteen (18) East of the Sixth Principal Meridian, containing Eighty (80) acres, more or less, with the appurtenances, and all the estate, title and interest of the said parties of the first 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 except  $10\frac{1}{2} \text{ per cent}$  and that they will warrant and defend the same against all claims whatsoever. This Grant is intended as a mortgage to secure the payment of the sum of Eight Hundred and Forty Five Dollars, according to the terms of two certain promissory notes this day executed by the said parties of the first part to the said party of the second part. Said notes being given for the sum of Eight Hundred and Forty Five Dollars, dated December 3<sup>rd</sup> 1895 due and payable in one in six months and one in one year from date thereof with interest thereon from the date thereof until paid according to the terms of said note and coupon thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mortgagee, in the sum of      Dollars, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of  $10\frac{1}{2}$  per cent, per annum. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon,

The following is added on each original instrument  
The seal herein described having been paid in full his signature  
is hereby released and he hereafter creates such and  
as witness my hand this 1<sup>st</sup> day of April A.D. 1895.  
The Lawrence National Bank  
by W.C. Ward Cashier

Recorded April 1<sup>st</sup> 1895  
John C. Davis, Plaintiff & Declarant

Lawrence National Bank Seal