

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this first day of November in the year of our Lord one thousand eight hundred and ninety four between James M. Davis and Anna S. Davis his wife of St. Louis in the County of Douglas and State of Missouri of the first part, and Lesley Hobbs, of Douglas County, Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twelve 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 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 West Quarter of the South East Quarter of Section No. Thirty one (31), in Township No. Twelve (12) South of Range No. Twenty one (21) East of the 6th P.M., containing forty acres of land, more or less.

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 Twelve Hundred Dollars, being part purchase money of above described premises 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 on or before one year from date, with interest from date to maturity at seven per annum, and interest after maturity at the rate of 10% 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, appraisement hereby waived or not at the option of the party of the second part his executors, administrators or 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 for 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 hands and seals the day and year first above written.

Signed and delivered in presence of

James M. Davis (SEAL.)
Anna S. Davis (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 6th day of November, A. D. 1894, before me, L. H. Night a Notary Public, in and for said County and State, came James M. Davis and Anna S. 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 for 71 1895 L. H. Night
Recorded on 6 A. D. 1894 at 6 o'clock A. M. Notary Public.

James Brooks
Register of Deeds.

*Following is indorsed on the original instrument
This note having been paid in full this mortgage
is hereby released and the lien thereby created discharged
As witness my hand this 23rd day of November A.D. 1894
Lesley Hobbs
Witness to grant
Anna Sinclair - A. H. McWhorter
Recorded November 28th 1894
James Brooks
Register of Deeds*