

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 31st day of January in the year of our Lord one thousand eight hundred and ninety five between Robert J. Davis & Flora Davis his wife of the 1st of Eudora in the County of Douglas and State of Kansas of the first part, and L. U. Todd of the second part,

Witnesseth, That the said part III 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 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 North West quarter (44) of the South West quarter (44) of Section Twenty five (25) in Township Thirteen (13) of Range Twenty (20) in Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part III of the first part therein. And the said Parties of the 1st 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 1st part to the said party of the second part his of the second part his Payable five years after date to order of party of second part with interest at 8% or payable semi-annually said note to be paid in four annual installments of \$100 each, first payment to be made in two years from this date 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 1st part then heirs and assigns.

In Witness Whereof, The said party 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 Blair

Robert J. Davis

(SEAL.)

Flora Davis

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 31st day of January, A. D. 1895, before me, Nugh Blair, a Notary Public in and for said County and State, came Robert J. Davis & Flora 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 28th Dec 1897

Nugh Blair

Notary Public.

Recorded 11th 1 A. D. 1895 at 3⁰⁰ o'clock P M.

James Brooks
Register of Deeds.

The following is indorsed on the original instrument
The note herein described having been paid in full, this mortgage
is hereby released, and the lien thereby created discharged
Witness my hand this 31st day of October A.D. 1896
Nugh Blair
Recorded September 26th 1896
James Brooks
Register of Deeds