

This Indenture, Made this First day of June in the year of our Lord one thousand eight hundred and ninety five between George Davis and Sarah Davis (his wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and E. J. Parker of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Eight 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: lot No One hundred and fifty (150) and North Sixteen (16) feet of lot One hundred and forty eight (148) both on Ohio Street in the City of Lawrence Douglas Co. Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said George Davis and Sarah Davis 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 The property to be kept insured in favor of the Mortgage in the sum of Eight hundred Dollars

This grant is intended as a Mortgage to secure the payment of the sum of Eight hundred Dollars according to the terms of One certain Note and its coupons this day executed and delivered by the said George Davis and Sarah Davis to the said party of the second part: his heirs or assigns

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 therefor, 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 George Davis his heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

R. D. Mason

Geo Davis

(SEAL)

Sarah Davis

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 4 day of June, A. D. 1895, before me, John M. Newlin a Notary Public in and for said County and State, came George Davis and Sarah Davis

to me personally known to be the same person 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 April 28 1899

Recorded June 6 A. D. 1895 at 10 o'clock AM

John M. Newlin

Notary Public

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 is discharged.
At Witness my hand, this 7th day of Sept. A.D. 1895 -
John M. Newlin
E. J. Parker
Recorded Oct. 8th 1895
James Brooks
Register of Deeds

