

This Indenture, Made this 11th day of December in the year of our Lord one thousand eight hundred and ninety nine between John C. Davis and Sarah E. Davis his wife of Repled in the County of Douglas and State of Kansas of the first part, and J. C. Vaughan of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Three Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha sold and by these presents do grant, bargain, sell and mortgage to the said party... of the second part their 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 half (1/2) of the South West quarter (1/4) of Section number ten (10) in Township South (34) of Range Eighteen (18) East of the 6th Principal Meridian containing Eighty (80) acres more or less

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said

do hereby covenant and agree that at the delivery hereof they are the lawful owner s of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances save and except a 1st mortgage of about \$1000.00 and a 2nd mortgage of \$845.00 to the Lawrence National Bank of Lawrence Kansas

This grant is intended as a Mortgage to secure the payment of the sum of

Three Hundred Dollars according to the terms of One certain Promissory Note dated 3rd Dec. 1895 this day executed and delivered by the said Parties of the First Part to the said party 1st of the second part: due on or before 1st day after date at the Lawrence National Bank, with interest at 2 per cent per annum payable semi-annually from 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 1st of the second part their 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 1st of the second part their 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 1st making such sale on demand to the said Parties of the First Part their heirs and assigns.

In Witness Whereof, The said part 1st of the first part, ha thereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

John S. Rankin

John C. Davis

(SEAL.)

Sarah E. Davis

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 11th day of December, A. D. 1895, before me, Silas Bond a Justice of the Peace, a Notary Public in and for said County and State, came John C. Davis and Sarah E. Davis his wife and 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 189

Recorded Dec 5 A. D. 1895 at 12 o'clock P. M. Justice of the Peace

Silas Bond
James Brooke
Register of Deeds.

The following is endorsed on the original instrument:
The state herein described having been paid in full this mortgage is hereby released, and the lien hereby created discharged.
As Witness my hand this 14th day of April A.D. 1899.
J. C. Vaughan

J. C. Vaughan Register of Deeds.

Recorded April 15th 1899.