

This Indenture, Made this First day of July in the year of our Lord one thousand eight hundred and ninety nine between R. M. Davis and Elizabeth R. Davis, his wife of Wilcox in the County of Sumner and State of Kansas of the first part, and C. H. Newby of the second part,

Witnesseth, That the said parties 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 parties 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 east quarter of the south east quarter of section number Twenty 20 in Township number Twelve 12 South of Range number nineteen 19 East of the sixth 6th Principal Meridian and containing forty 40 acres, 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 Eight hundred dollars according to the terms of one certain Mortgage note this day executed and delivered by the said R. M. Davis and Elizabeth R. Davis to the said parties of the second part: Due July 1st 1904 with interest from date to maturity or default as evidenced by coupons attached to said note and interest after maturity or default at the rate of ten percent 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 parties 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 parties of the second part 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 surplus, if any there be, shall be paid by the parties of the second part 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 hand and seal the day and year first above written.

Signed and delivered in presence of

W. H. Morris

R. M. Davis (SEAL)

Elizabeth R. Davis (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Sumner } SS.

Be it Remembered, That on this 14th day of July, A. D. 1899, before me, W. H. Morris a Notary Public in and for said county and State, came R. M. Davis and Elizabeth R. Davis, his wife 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 Jan 11th 1903 W. H. Morris

Recorded July 29th A. D. 1899, at 11 o'clock A.M. W. H. Morris Notary Public.

W. H. Morris Register of Deeds.

The following is Endorsed on the original instrument.
This Note herein described having been Paid in full
This Mortgage is hereby Released and the lien thereby
Created discharged. No Witness my hand this 21st day
of Dec A.D. 1904.
C. H. Newby,
Regt. A. D. H. Newby his Attorney in fact.

Received Dec 21st 1904.
C. H. Newby,
Register of Deeds.

