

This Indenture, Made this 7<sup>th</sup> day of September in the year of our Lord one thousand eight hundred and ninety nine between Sarah Davies and George Davies, her husband of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and Maud Shearer, of the same place 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 Lot No. 100, four hundred and forty four (444) and one hundred and forty six (146) on Ohio Street, in the City of Lawrence.

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 and that they will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs or assigns forever against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Eight hundred dollars, being part purchase money, according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said parties of the second part: During two years from date, with interest from date to maturity at the rate of seven per cent per annum, and interest after maturity or default at the rate of ten per cent per annum, until fully paid in cash or by Sheriff's sale of above described property, together with possession thereof. 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 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 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 seal the day and year first above written.

Signed and delivered in presence of

Sarah Davies (SEAL.)

Geo. Davies (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 7<sup>th</sup> day of September, A. D. 1899, before me, William J. Sinclair, a Notary Public in and for said county and State, came Sarah Davies and George Davies, her husband, 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 November 7<sup>th</sup> 1900 Wm. J. Sinclair Notary Public.

Recorded Sept 9 A. D. 1899, at 4 o'clock P.M.

W. J. Sinclair Register of Deeds.

The following is endorsed on the original instrument -  
The note herein described having been paid in full, this mortgage is hereby released, and the same hereby certified, discharged.

A. H. Brownell, Executor -  
Estate of D. T. Allen, Deceased.

As witness my hand, this 5<sup>th</sup> day of July A.D. - 1900 -  
Attest: Harry New W. Blyskal  
Notary Public, Salinas County, Mich.  
(Assigned See Book 27 Page 362)

Recorded July 9<sup>th</sup> - 1900 -  
W. J. Sinclair,  
Register of Deeds,  
By Elie W. B. Lorman,  
Deputy.