

JOURNAL OF LAWYERS

This Indenture, Made this Tenth day of January in the year of our Lord one thousand eight hundred and ninety one between David Davis and Phoebe Davis his wife of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and Allan A. Blair of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred & Sixty 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 (1) in Block No. Eight (8) Davis Place, and Addition to the City of Lawrence, Douglas County, Kansas

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 owner 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 Two Hundred & Sixty Dollars 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 party of the second part: Payable three years after date with interest at 7% per semi-annually

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 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 first part their heirs and assigns. Privileged to pay 10% on any multiple thereof when any interest payment falls due.

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

Hugh Blair

David Davis (SEAL.)
Phoebe Davis (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas County) SS.

Be it Remembered, That on this 10th day of Jan, A. D. 1891, before me, a Notary Public in and for said county and State, came David Davis & Phoebe 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, subscribed my name set my hand and affixed my official seal on the day and year last above written.

My commission expires 28th Decr. 1901

Recorded Jan 10th A. D. 1901, at 4²⁵ o'clock P.M.

Hugh Blair Notary Public.
H. H. Foxman Register of Deeds.

(The following is endorsed on the notary instrument.)
The note herein described has been paid in full, and mortgage is hereby released and the same is hereby created discharged. As witness my hand this 10th day of January, 1891.
Allan A. Blair

Sept 16th 1891
Phoebe L. Lawrence Register of Deeds.
Geo. C. Weyel, Esq.

