

Recorded August 7 2nd 1899

W. J. Deacon
Register of Deeds
J. H. C. Fisher

The following is endorsed on the original instrument for and on consideration of One thousand dollars to me on hand paid the receipt whereof is hereby acknowledged by Mrs. Sarah Davis and her husband George Davis, Administrators of the estate of George Davis deceased, of Douglas County, Kansas, My all my right, title and interest in the land and tenements in said mortgage mentioned and described. In witness whereof I have hereunto set my hand and seal at Lawrence, in the County of Douglas, and State of Kansas this 22nd day of August A.D. 1899. Joseph L. Davis, (Seal) My Attorney in fact. Signed, sealed and delivered in presence of Geo. A. Bonds, Clerk of Kansas, Douglas County, ss. Be it remembered that on the 22nd day of August A.D. 1899 before me, Geo. A. Bonds, a Notary Public in and for said County and State came Joseph L. Davis by his Attorney in fact Mrs. Sarah Davis to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same in and to the best of my belief and official duty and seal on the day and year last aforesaid. Geo. A. Bonds, Notary Public. (Seal) My Commission Expires Dec. 1 - 1900

ing to the terms of one certain promissory note this day executed by the said Sarah Davis and George Davis her husband and to the said party of the second part. Said note being given for the sum of one thousand (\$1000) dollars, dated July 22 1899 due and payable in five years from date thereof with interest thereon from the date thereof, until paid according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mortgage, in the sum of one thousand (\$1000) dollars, in some insurance company satisfactory to said mortgage, in default whereof the said mortgage may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part, and it shall be lawful for the 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 sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said Sarah Davis and George Davis her husband heirs and assigns. In testimony whereof, the said parties of the first part, have hereunto set their hand and seal the day and year last aforesaid.

Signed, sealed and delivered in presence of _____
The note is duly stamped.

Sarah Davis (seal)
Geo. Davis (seal)

State of Kansas }
Douglas County } ss. Be it remembered, that on this 22 day of July A.D. 1899, before me, J. H. Shaw, a Notary Public in and for said County and State came Sarah Davis and George Davis her husband to me personally known to be the same persons who executed the foregoing instrument, and duly acknow-