

The following is endorsed on the original instrument—

In consideration of full pay-
ment of the within mortgage,
I hereby release to said John C. Davis
and his heirs all my right in and to
the same, this 19th day of Dec- 1901.

John C. Davis

Recorded Dec- 20- 1901
J. B. Notman

Register of Deeds
Wm. Allen B. Notman,
Deputy

This indenture made this 19th day of November in the year of our Lord one thousand eight hundred and ninety nine, between Fred Webber and Laura Webber husband and wife of the county of Douglas and State of Kansas of the first part, and John C. Davis of the second part, Witnesseth that the said parties of the first part, in consideration of the sum of Four hundred and fifty 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: Five acres of land in a square four out of the south east corner of the south half of the south west quarter of section Ten (10) Township Fourteen (14) south of Range eighteen (18) east of the 6th P.M.; with 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 against all claims whatsoever, except as to a first mortgage for \$800 and interest to Ellis B. Noyes date Apr. 6, 1899. This grant is intended as a mortgage to secure the payment of the sum of four hundred and fifty Dollars due and payable in five years from date thereof, with interest thereon from date at seven per cent per annum, according to the terms of one certain promissory note this day executed and delivered by said Fred Webber with ten interest coupons attached to the said party of the second part, and this conveyance shall be void if such payment be made as in said note & coupons and in this instrument specified, same being given to secure payment of part of purchase money said premises. And the said parties of the first part hereby agree to pay all taxes and assessments levied and assessed against said premises before any costs or penalties shall accrue thereon, and to keep the buildings erected and to be erected on said premises insured in favor of the second party or his assigns, in the sum of at least Five hundred Dollars in some responsible insurance company authorized to do business in the State of Kansas, in default whereof said party of the second part may pay such taxes, and any penalties and costs which may have accrued thereon, and as well effect such insurance at the expense of said first parties, and such taxes, penalties, costs and insurance, shall from the date of payment be an additional lien under this mortgage, on said above described premises, and shall bear interest at the rate of 10 per cent per annum. But if default be made in the payment of said note, or any part thereof, or any interest thereon, or of the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount specified in said note, and the interest thereon and all taxes and insurance paid by said second party or his assigns, become and be due and payable on or before the option of said second party or assigns, said option to be exercised without any notice whatever and it shall be lawful for the party of the second part his executors, administrators or 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 according to the provisions of this instrument together with the costs and charges of making such sale, and the surplus of any