

## Mortgage.

This Indenture, Made this Second day of March A. D. 1903 by and between George Davies and Sarah W. Davies husband and wife of Lawrence, County of Douglas and State of Kansas, parties of the first part, and F. N. Bruner party of the second part. Witnesseth: That the parties of the first part, in consideration of the sum of Fifteen Hundred Dollars to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do Grant, Bargain, Sell and Convey unto the party of the second part, his heirs, executors, administrators or assigns, the following described real estate situated in the County of Douglas and State of Kansas, to wit: Lots one hundred and forty four (144) and One Hundred and Forty six (146) on Ohio Street in the City of Lawrence.

To Have and To Hold the same together with all and singular the tenements, hereditaments and appurtenances thereto belonging.

The parties of the first part covenants and agrees that at the delivery hereof they are the lawful owners of said premises and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and will warrant and defend the same in the quiet and peaceable possession of the party of the second part, his heirs, executors, administrators or assigns forever.

This Grant is intended as a mortgage to secure the payment of Fifteen Hundred Dollars according to the terms of a certain promissory note and a certain indenture of even date herewith, made by the parties of the first part to the party of the second part, and particularly defining and setting forth the terms and the manner of payment, which said note and indenture are here referred to and made a part of this contract the same as though here written out in full.

The parties of the first part covenants and agrees to pay all the taxes and assessments levied upon and assessed against said premises when due and payable; to pay all the premiums for the amount of insurance herein specified; and if not so paid, the party of the second part may pay said taxes and insurance premiums, and the amount so paid shall be a lien upon said premises, and be secured by this mortgage and collected in the same manner as the principal debt hereby secured, together with interest at the rate of ten per cent per annum until paid.

The parties of the first part further covenants and agrees to keep the buildings, fences and other improvements now upon, or which may be placed upon said premises in good repair and condition, and to procure, maintain and deliver to the party of the second part, as additional and collateral security, policies of insurance against loss and damage by fire, tornadoes, cyclones and wind storms to the amount of not less than Two Thousand Dollars loss, if any, payable to the party of the second part or his assigns,

The following is enclosed on the original instrument known to all Men by These Presents, That, F. N. Bruner does hereby acknowledge full payment of the debt secured by the foregoing Mortgage And Authorizes the Registry of Deeds of Douglas County in the State of Kansas to discharge the Name of record, F. N. Bruner.

Recorded April 13<sup>th</sup> 1906.  
O. W. Christy,  
Register of Deeds.

by Lucius H. Perkins, Attorney in fact.