

feet to beginning 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

This Grant is intended as a Mortgage to secure the payment of the sum of Two Hundred Dollars due in thirty (30) days from date with interest after maturity at the rate of twelve (12) per cent per annum according to the terms of a certain note this day executed and delivered by the said J. S. Davis to the said party of the second part and this conveyance shall be void if such payment 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 shall become due and payable and it shall be lawful for 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 his executors administrators or assigns and out of all the moneys arising from such sale to retain the amount then due for principal and interest 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 or demand to the said J. S. Davis and Lida A. Davis their heirs or assigns

In Witness Whereof The said parties of the first part have hereunto set their hands and seals the day and year last above written

Change of Amount from "One Hundred" to "Two Hundred" made before execution

J. S. Davis {Seal}

Lida A. Davis {Seal}

Attest: Wm. T. Sinclair

State of Kansas Douglas County ss.

Be it Remembered That on this Sixth day of August A. D. 1883 before me a Notary Public in and for said County and State came J. S. Davis and Lida A. Davis his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same In Witness Whereof I have hereunto subscribed my name and affixed

The following is endorsed on the original:

"Said debt secured hereby being fully paid, 3 discharge"

"this mortgage of record."

"Date as Return Oct 8. 1883

Wm. T. Sinclair

per Wm. T. Sinclair

Recorded Oct 9 1883 - 10 am