

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOCKAL Co. Printers. Hides and Blank Book Makers, LAWRENCE, Kan.

This Indenture, Made this Sixteenth day of November in the year of our Lord, Nineteen  
hundred and three, 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  
Myron Boardman of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Two hundred and sixty five 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 Number One in block number Eight of Lane  
Placer, an 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 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 and sixty five dollars  
according to the terms of one certain Mortgage 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 semi-annually according to coupons attached  
to said Note at 10 per cent after maturity or default.

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; and out of all the moneys arising from  
such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if  
any there be, shall be paid by the party of the first part, making such sale, on demand, to said Parties of the first part their  
heirs and assigns. Parties of the first part pay \$50.00 Principal time any and all interest unpaid at this date.

IN WITNESS WHEREOF. The said parties of the first part have hereunto set their hands and seal the day and year first above  
written.

Signed, Sealed and Delivered in Presence of  
Jennie Wall David Davis [SEAL]  
Phoebe Davis [SEAL]  
[SEAL]

STATE OF KANSAS,  
Douglas County }

BE IT REMEMBERED, That on this 16<sup>th</sup> day of Nov A. D. 1902, before me  
Jennie Wall a Notary Public in and for said County and State, came  
David Davis and Phoebe 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 my official seal on the day and  
year last above written.

My Commission Expires 30<sup>th</sup> March 1904 Jennie Wall Notary Public.

Filed for Record the 16<sup>th</sup> day of November A. D. 1902, at 5<sup>00</sup> o'clock P.M.  
A.W. Armstrong Register of Deeds.  
By J. C. Looman Deputy.

*This Mortgage is executed on the original instrument having been paid in full. This mortgage was duly recorded and the lien hereby created discharges it. It is hereby released and the lien hereby created discharges it. February 23, 1907. At Lawrence, Kansas. Myself and this 11th day of April, 1907. Attest, Myself, C. Boardman.*  
*Recorded Feb 16 1907. A.W. Armstrong, Register of Deeds.*  
*(For Acknowledgment See Vol. 44 by 306)*