

MORTGAGE RECORD No. 42.

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This Indenture, Made this 3<sup>d</sup> day of March in the year of our Lord, one thousand nine hundred and five 1905, between J. Parker Cozand and Sarah A. Cozand of Endora in the County of

Douglas

and State of Kansas, of the first part, and

David L. Davis

of the second part:

Witnesseth, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of One Thousand 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 part 2<sup>d</sup> 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:

The West half of the South half of the South East quarter of Section Twenty one (21) Township Thirteen (13) Range Twenty one (21) East of 6<sup>th</sup> P.M.

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said J. Parker Cozand and Sarah A. Cozand 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 One Thousand Dollars and the interest thereon according to the terms of one certain promissory note this day executed

and delivered by the said J. Parker Cozand and Sarah A. Cozand to the said party of the second part David L. Davis, Endora, Kansas, March 3<sup>d</sup> 1905, Five years after date I promise to pay to the order of David L. Davis One thousand Dollars and value received with interest at 20 per cent per annum, after date until paid J. Parker Cozand. Interest payable annually Signed Sarah A. Cozand. 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 part 2<sup>d</sup> 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 making such sale, on demand, to said parties of the first part heirs and assigns.

IN WITNESS WHEREOF, The said part 1<sup>st</sup> of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

J. Parker Cozand [SEAL.]  
Sarah A. Cozand [SEAL.]  
[SEAL.]

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 3<sup>d</sup> day of March A. D. 1905, before me

Charles A. Hill a Notary Public in and for said County and State, came

J. Parker Cozand and Sarah A. Cozand

to me personally known to be the same person 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 January 17<sup>th</sup> 1905

Charles A. Hill Notary Public.

Filed for Record the 8 day of Mar A. D. 1905, at 11<sup>30</sup> o'clock A. M.

A. W. Armstrong Register of Deeds.  
By Elie C. Armstrong Deputy.

The mortgage is hereby released and the parties hereto are discharged from the same. As witness my hand and seal of office this 19<sup>th</sup> day of March, 1905.

Recorded March 7 1905  
D. Lloyd L. Lawrence  
Register of Deeds