

MORTGAGE RECORD No. 43. JOURNAL CO., PRINTERS, INDICATOR AND BINDER BOOK DEPT. ST. LOUIS, MO.

This Indenture, Made this Twenty-fifth day of October in the year of our Lord, Nineteen hundred and five, between Richard M. Davis and Rosalie E. Davis (wife) of Douglas in the County of Douglas and State of Kansas, of the first part, and H. S. Beardsley of the second part: Witnesseth, That the said part of of the first part, in consideration of the sum of Two hundred and fifty Dollars, to Be 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 of 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 South East quarter (1/4) of the South East Quarter (1/4) of Section Twenty (20) Township Twelve (12) Range Nineteen (19) Containing Forty (40) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Richard M. Davis and Rosalie E. Davis 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 Excepting one Mortgage and three notes of fifty Dollars each

This Grant is intended as a Mortgage to secure the payment of the sum of two hundred and fifty Dollars according to the terms of Four certain Notes this day executed and delivered by the said Richard M. Davis and Rosalie E. Davis to the said part of of the second part his heirs or assigns

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 of 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 part of making such sale, on demand, to said Richard Davis, heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Richard M. Davis [SEAL.]
Rosalie E. Davis [SEAL.]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 24th day of October A. D. 1905, before me

John M. Newlin a Notary Public in and for said County and State, came Richard M. Davis and Rosalie E. Davis

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 April 11, 1907

John M. Newlin
Notary Public.

Filed for Record the 25th day of Oct, A. D. 1905, at 2²³ o'clock P. M.

W. Armstrong Register of Deeds.
By Chas. E. Armstrong Deputy.

For Release See Book 57 Page 633