

MORTGAGE Standard Form, Journal Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this twelfth day of January in the year of our Lord, one thousand and seven 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

Hugh Blair of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Three 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 part 2d 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 (1) in Block number Eight (8) Lane Place, an Addition to the City of Lawrence, Douglas County, Kansas,

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 Three Hundred and Sixty Five Dollars according to the terms of One certain Note this day executed and delivered by the said Parties of the first part to the said part 2d of the second part. Payable three years after date with Int. according to note and coupons attached.

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 2d 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, their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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  
Jennie Watt

David Davis [SEAL.]

Phoebe Davis [SEAL.]

[SEAL.]

STATE OF KANSAS,  
Douglas County, } ss.

BE IT REMEMBERED, That on this 12<sup>th</sup> day of Jan A. D. 1907, before me

Jennie Watt 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 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 30-Mch-1908

Jennie Watt Notary Public.

Filed for Record the 16<sup>th</sup> day of Feb A. D. 1907 at 1<sup>30</sup> o'clock P.M.

All Drury Register of Deeds.  
By Chas E Drury Deputy.

The following is endorsed on the original instrument of this mortgage, being described having been filed of the County of Douglas, Kansas, and returned to the County Clerk of Douglas County, Kansas, on the 10th day of April, 1910.

Recorded Sept 18, 1910  
Clayton J. Lawrence  
Register of Deeds