

MORTGAGE Standard Form. Journal No. 1. Printers: Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this Tenth day of June, in the year of our Lord, one thousand and seven, between Carrie Davis and R. G. Davis her husband of Douglas in the County of Douglas and State of Kansas, of the first part, and Wm. T. Sinclair of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Two Hundred and Twenty Five (\$225.) Dollars, to her 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 No. One Hundred and Eighteen (118) and One hundred and Twenty (120) on Main Street, in Block No. Twenty six (26) in West Lawrence, as per plat filed in the office of the Clerk of the District Court, Sept. 27, 1891, in suit wherein Giles Wiley was Plaintiff and Mary A. Walker, et al, were defendants, and parties of the first part hereby agree to maintain insurance of \$225. in the buildings now on or to be erected on said premises for the benefit of said second party his heirs or assigns during the existence with all the appurtenances, and all the estate, title and interest of the said part 2d of the first part therein. And the said

Carrie Davis and R. G. 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 and that they will warrant & defend the same in the quiet and peaceable possession of said second party, his heirs or assigns forever, against all persons. This Grant is intended as a Mortgage to secure the payment of the sum of \$225.

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 part 2d of the second part due in five years from date, with interest from date to maturity as evidenced by coupons attached thereto, & interest after date of maturity at rate of 10% per annum until fully paid.

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 part 2d 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

Carrie Davis [SEAL.]

Robert Davis [SEAL.]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 7<sup>th</sup> day of September A. D. 1901, before me

the undersigned a Notary Public in and for said County and State, came Carrie Davis and Robert Davis, her husband 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 March 29 - 1907

Joseph E. Riggs  
Notary Public.

Filed for Record the 10<sup>th</sup> day of Sept A. D. 1901 at 12:00 o'clock A.M.

Register of Deeds.  
Deputy.

In consideration of full payment of the within mortgage I hereby release the same this 20<sup>th</sup> day of August 1900.

Attest  
I Lloyd L. Lawrence  
Register of Deeds