

MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 14th day of April in the year of our Lord Master
hundred and ten, between Harry Davis and Kate Davis his
wife of the city of Lawrence in the County of
Douglas and State of Kansas, of the first part, and

Ely J. Sperry

of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of

Three 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 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:

The south-east quarter (1/4) of the north-west quarter (1/4) of Section nine (9) and the west half (1/2) of the north-west quarter (1/4) of Section nine (9) less Ten (10) acres in a square form in the south-west corner thereof, all in Township Thirteen (13) of Range Twenty (20) containing 16 acres more or less; in said County and State

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

Three Thousand 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 party of the second part Payable on or before 1st day of January 1911 with interest at 5% per annum from date until 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 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 making such sale, on demand, to said Parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

Hugh Blair

Harry Davis

[SEAL]

Kate Davis

[SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 14th day of April A. D. 1910, before me,

Hugh Blair a Notary Public in and for said County and State, came

Harry Davis and Kate 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 28th Dec 1913.

Hugh Blair

Notary Public.

Filed for Record the 15th day of April A. D. 1910, at 5 o'clock P. M.

Flora Lawrence

Register of Deeds.

Deputy.

The note herein described having been paid in full, this mortgage is hereby released and the same is hereby created discharged. As witness my hand this 15th day of April A. D. 1910.

Ely J. Sperry

Recorded April 1910
 Douglas County
 Register of Deeds

This note is not a mortgage and is not a security for any debt or obligation.

Recorded March 25 1910