

MORTGAGE RECORD.

315

For Cassia, Lawrence, Kansas.

This Indenture, Made this 27th day of August in the year of our Lord one thousand nine hundred twelve between Henry R Davis and Mary E Davis, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Nathan Henshaw of the second part:

WITNESSETH, That the said part les of the first part, in consideration of the sum of Two Hundred Fifty & 7/100 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 y 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,

as follows, to wit: The North Forty Five feet of Lot number Fifty Five (55) Rhode Island Street in the City of Lawrence

with the appurtenances, and all the estate, title and interest of the said part les of the first part therein. And the said Henry R Davis and Mary E Davis do hereby covenant and agree that at the delivery hereof they the lawful owner 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 and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Two Hundred Fifty & 7/100 DOLLARS, according to the terms of one certain promissory note, this day executed by the said Henry R Davis and Mary E Davis to the said part y of the second part; said note being given for the sum of Two Hundred Fifty & 7/100 DOLLARS,

dated Aug. 27th 1912, due and payable in Three years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of 8.75 dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part les of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises

insured in favor of the said mortgagee, in the sum of Two Hundred & 7/100 DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part les of the first part, and the expense of such taxes and accruing penalties, interest and costs, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not, at the option of the part y of the second part; and it shall be lawful for the part y of the second part, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the part y of the second part, his executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part y of the second part, his executors, administrators or assigns, on demand to the said part les of the first part, his heirs and assigns.

IN TESTIMONY WHEREOF, The said part les of the first part have hereunto set their hand and seal the day and year last above written. Signed, sealed and delivered in presence of

Henry R Davis [SEAL]
Mary E Davis [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 27th day of August A. D. 1912 before me, the undersigned a Notary Public in and for said County and State, came Henry R Davis and Mary E Davis, his wife to me personally known to be the same person... who executed the foregoing instrument of writing 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. George F. Lawrence Notary Public.

My Commission Expires January 26th 1914

Filed for Record on the 27 day of Aug A. D. 1912 at 2:05 o'clock P.M. George F. Lawrence Register of Deeds.

This following is referred to on the original instrument:
 The mortgage herein described having been paid in full, this mortgage is hereby released and the same hereby created discharged. See witness my hand this 1st day of January A. D. 1914.
Nathan Henshaw

Recorded Jan 11th 1915
George F. Lawrence
Geo. C. Wright

Peoples State Bank Form