

MORTGAGE RECORD NO. 55.

This Indenture, Made this Second day of October in the year of our Lord Nineteen hundred fifteen, between Mary E. Davis & William F. Davis, her husband, of the Township of Willow Springs in the County of Douglas, and State of Kansas, of the first part, and Carrie Shaw of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two 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 her 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: Beginning one hundred (100) rods West of the South east corner of the Southeast quarter (1/4) of Section Thirteen (13), in Township Fifteen (15) of Range Thirteen (13), thence North one hundred thirty (130) rods, thence North variation 7° East, Forty (40) rods, thence North Variation 7° 30' East, Forty (40) rods, thence West Seventeen (17) rods by Fourteen (14) links, thence North Variation 10° East, Eighty (80) rods, half section line thence East one hundred $\frac{1}{4}$ (one quarter) rods, thence South one hundred and Sixty (160) rods to place of beginning, containing 111.76 acres.

The mortgagor agrees to keep the building on premises insured against fire, lightning, windstorms, to the extent of their insurable value, in a company or companies approved by the mortgagor with mortgage clause making loss payable to said mortgagor or his assigns, or interest may accrue, if failing to do so holder of mortgage may have same insured at the cost of so doing, added to the mortgage.

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 owner 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

Two 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 five years after note with interest thereon according to the terms of said Note or coupons thereto 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 party of the second part, her 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 of the second part, making such sale, on demand, to said parties of the first part, then heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Mary E. Davis (SEAL)

William F. Davis (SEAL)

(SEAL)

STATE OF KANSAS,
Douglas County ss.

BE IT REMEMBERED, That on this 2nd day of October A.D. 1915, before me,

Hugh Blair a Notary Public in and for said County and State, came Mary E. Davis & William F. 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 28th Decr. 10.17 Hugh Blair Notary Public

Filed for Record the 2nd day of Oct. A.D. 1915, at 2:45 o'clock P.M.

Ploy L. Lawrence Register of Deeds.

Geo. S. Kotzyl Deputy.

Recd. Oct. 2nd 1915

Edith M. Hartman
Witnessed at Douglas