

## MORTGAGE RECORD NO. 55.

This Indenture, Made this 8th day of June in the year of our Lord  
thirteen hundred and fifteen between Mary E. Davis and  
William F. Davis, her husband of the Township of Millbrook in the County of  
Douglas and State of Kansas, of the first part, and

Hugh Blair of the second part:  
 WITNESSETH, That the said parties of the first part, in consideration of the sum of

Five hundred 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:

Commencing at a point Twenty (20) rods West of the Southeast corner  
of the Southeast quarter (1/4) of Section Thirteen (13) in Township Eighteen of  
Range Nineteen (19), thence North Eighty (80) rods; thence North  
Eighty (80) rods to the Southwest corner of a 40 acre tract owned by  
C. B. Ashby; thence East Eighty (80) rods; thence South Eighty (80) rods  
to place of beginning, containing Forty (40) acres in said County  
of 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 owner of the premises, above granted,  
 and seized of a good and indefensible 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

Five hundred 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 date with interest thereon according to the  
Terms of said note and 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, his executors, administra-  
 tors 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 on  
 the day and year first above written.

Signed, Sealed and Delivered in presence of

Jennie Watt

Mary E. Davis

(SEAL)

William F. Davis

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 8th day of June A. D. 1916 before me,

Jennie Watt a Notary Public in and for said County and State, came  
Mary E. Davis and 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 30th March 1920

Jennie Watt

Notary Public.

Filed for Record the 10th day of June A. D. 1916, at 94 o'clock A.M.

Floyd Lawrence Register of Deeds.

C. B. Kitzel Deputy.

This instrument is subject to the original instrument. The original instrument is hereby released and the  
 Thereafter hereby acknowledged. As witness my hand this 10th day of June A. D. 1916.  
Hugh Blair

Recorded - May 18 - 1916  
E. C. Kitzel  
 Register of Deeds.

Recorded - June 1916