

## MORTGAGE RECORD NO. 55.

This Indenture, Made this 13th day of December in the year of our Lord  
nineteen hundred Sixteen, between W. H. Davis, single,

of Douglas and State of Kansas, of the first part, and The Lawrence National  
Bank of Lawrence, Kansas, of the second part:

WITNESSETH, That the said part y of the first part, in consideration of the sum of  
Five thousand DOLLARS,

to him duly paid, the receipt of which is hereby acknowledged, has he sold, and by these presents do grant, bargain,  
 sell and mortgage to the said part y of the second part: its successors, 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 north half of the  
southeast quarter of Section 24, also beginning at the southwest corner  
of said north half, thence running east along the south line of said  
of said north half 49 rods, thence south 2 rods & 20 links, thence west  
49 rods, thence north 2 rods & 20 links to place of beginning, all in sec-  
tion 24, township 12, south of Range 19th east of 6 P.M., also lots No. 1  
in Section 19, township 12, Range 20, less P. Wright of way, containing  
in all about 130 acres and being all the real estate occupied  
by me at this time as a homestead,

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said  
W. H. Davis  
 do hereby covenant and agree that at the delivery hereof he is 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  
Five thousand  
 according to the terms of one certain note this day executed  
 and delivered by the said W. H. Davis to the said part y of the second part

The Lawrence National Bank,  
Due one year after date,  
 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 y of the second part, its successors, 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 part y making such sale, on demand, to said  
W. H. Davis heirs and assigns.

IN WITNESS WHEREOF, The said part y of the first part has he hereunto set his hand and seal  
 the day and year first above written.

Signed, Sealed and Delivered in presence of

W. H. Davis (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,  
Douglas County } ss.

BE IT REMEMBERED, That on this 16 day of December A. D. 1916, before me,  
Geo. W. Kubner a Notary Public in and for said County and State, came  
W. H. Davis (single)

[L.S.]

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 Jan. 23 1918

Geo. W. Kubner

Notary Public.

Filed for Record the 31 day of May A. D. 1917, at 9<sup>th</sup> o'clock A. M.

Estelle Northrup Register of Deeds.  
L. P. Walter Deputy.

Recorded Dec. 8<sup>th</sup> 1917  
 Estelle Northrup  
 Register of Deeds  
 Lawrence National Bank  
 by J. G. M. & Co. Atty.  
 (Camp Sec.)