

MORTGAGE RECORD NO. 55.

This Indenture, Made this 3rd day of December in the year of our Lord nineteen hundred and sixteen, between W. H. Davis, single, in the County 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 1st of the first part, in consideration of the sum of \$72,280.00 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 5 sold, and by these presents do grant, bargain, sell and mortgage to the said part 2nd 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: North Half of the South East Quarter of Section (24); also beginning at the South West corner of said North Half, thence running East along the South line of said North Half, 44 rods, thence South 2 rods and 20 links, thence West 14 rods, thence North 2 rods and 20 links to place of beginning, all in Section (24), Township (12), South Range (14), East 1/2 Sec. Railroad, all in Douglas County, Kansas, Being the same Real Estate as purchased from J. A. Drake and others.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 Seventy two hundred eighty two & 00/100 Dollars according to the terms of one certain note this day executed and delivered by the said W. H. Davis to the said part 2nd of the second part The Lawrence National Bank of Lawrence, Kansas, due six months after date with interest at 6% from 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 2nd of the second part its successors 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 sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the part 1st making such sale, on demand, to said W. H. Davis heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part has 5 hereunto set his hand and seal on the day and year first above written.

Signed, Sealed and Delivered in presence of W. H. Davis (SEAL) (SEAL) (SEAL)

STATE OF KANSAS, } ss.  
Douglas County  
BE IT REMEMBERED, That on this 6 day of December A. D. 1916, before me, Geo. W. Kuhme a Notary Public in and for said County and State, came W. H. Davis, single 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. 25 1918 Geo. W. Kuhme Notary Public.

Filed for Record the 8th day of December A. D. 1916 at 8:22 o'clock P. M. Estelle Northrup Register of Deeds. Deputy.

This mortgage is intended to secure the original instrument.

The above herein described having been paid in full, this mortgage is hereby released and the same hereby released and discharged. As witness my hand this 25th day of December, A. D. 1916.

The Lawrence National Bank of Lawrence, Kansas  
By Geo. W. Kuhme Cashier

Recorded July 24th 1916  
Estelle Northrup