

MORTGAGE RECORD

This Indenture Made this Eighthday of March

in the

year of our Lord one thousand nine hundred nineteen (1919)

between

W. P. Davis and Ada P. Davis, his wifeof Lawrence in the County of Douglas and State of Kansas, of the first part, andMay M. Wood

of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of

Seven Hundred and no (\$700.00) DOLLARSto them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do grant, bargain, sell and mortgageto the said part y of the second part, here heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas andState of Kansas, described as follows to-wit: Lot Number Seventy five (75) on Ohio Street,in the City of Lawrence.with the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the saidW. P. Davis and Ada P. Davis do hereby covenant andagree that at the delivery hereof they the lawful owner of the premises abovegranted and seized of a good and indefeasible estate of inheritancetherein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intendedas a Mortgage to secure the payment of the sum of Seven Hundred

DOLLARS,

according to the terms of one certain promissory note this day executed by said W. P. Davis and Ada P. Davishis wifeto the said part y of the second part; said note being given for the sum of Seven Hundred and no

DOLLARS,

dated March 8th 1919, due and payable in two year s from date thereof,with interest thereon from the date thereof until paid according to the terms of said note and four coupons of \$21.00

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 ies 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 said mortgagee, in the sum of

Seven Hundred and no (\$700.) 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 ies of the first part, and the expense of such taxes and accruing penalties, interest and costs, and

insurance, 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 secondpart: and it shall be lawful for the part y of the second part here executors, administrators or assigns, at any time thereafter, to sell thepremises 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 thesecond part, not 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 over-plus, if any there be, shall be paid

by the part y making such sale, on demand, to the said W. P. Davis heirs and assignsIN TESTIMONY WHEREOF, The said part ies of the first part ha ve hereunto set their hand and seal

the day and year last above written.

Signed, sealed and delivered in presence of

W. P. Davis

(SEAL.)

Ada P. Davis

(SEAL.)

STATE OF KANSAS

Douglas County

ss.

BE IT REMEMBERED, That on this 8th day of March A. D. 19 19before me, Frank E. Baubler, a Notary Publicin and for said County and State, came W. P. Davis and Ada P. Davishis wifeto me personally known to be the same person and 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.

Frank E. BaublerMy commission expires November 8th 19 22 Notary Public.This instrument was filed for record on the 10 day of March A. D. 19 19, at 10:15 o'clock A. M.Estelle Vothsapp Register of Deeds.

By _____ Deputy.

This document is subject to the original instrument and the mortgagee is hereby notified that this mortgage is hereby released and the same shall be cancelled and discharged. As witness my hand this 26th day of March A. D. 1919.

May M. Wood

W. P. Davis

Recorded Feb 19 1921

Register of Deeds

Estelle Vothsapp

Frank E. Baubler