

MORTGAGE RECORD NO. 58

This Indenture, Made this 23rd day of July in the year of our Lord nineteen hundred and nineteen between O. H. Davis, a single man

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

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

to him duly paid, the receipt of which is hereby acknowledged, he said, and by these presents do grant, bargain, sell and mortgage to the said part 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 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, 49 rods, thence South 2 rods and 20 links, thence West 49 rods, thence North 2 rods and 20 links to place of beginning, all in Section 24 Township 12, South of Range 19 East; Also Lot 1 in Section 19 in Township 12, South of Range 20, East less Railroad, all in Douglas County, Kansas. Being the same Real Estate as purchased from J. W. Drake and others.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said O. 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 Seven thousand dollars according to the terms of one note this day executed and delivered by the said O. H. Davis to the said part of the second part The Lawrence National Bank

and this conveyances 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 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 making such sale, on demand, to said first party heirs and assigns.

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

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

STATE OF KANSAS, Douglas County ss.

BE IT REMEMBERED, That on this 23 day of July A. D. 1919, before me, Geo. W. Kubner a Notary Public in and for said County and State, came O. H. Davis a single man,

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 1922 Geo. W. Kubner Notary Public

Filed for Record the 24 day of July A. D. 1919 at 8:25 o'clock A.M. Edille Northrup Register of Deeds Deputy.

Recorded Jan. 14th 1921 - Edille Northrup Register of Deeds. The above described has not been paid in full. This mortgage is hereby released and the lien thereon cancelled. As witness my hand this 14th day of January, A. D. 1921. Lawrence National Bank By J. J. made vice Pt (Camp Seal)