180 MORTGAGE RECORD NO. 58 This Indenture, Made this <u>8. th</u> day of <u>November</u> in the year of our Lord <u>mine tern hundred Austry</u> between <u>Anna P. Davies and J. H.</u> Davis (2) if and Rusband) <u>of Laurence</u> in the County of Horad-ei Douglass and State of Kansas, of the first part, and 6. J. Saunders of Hartford, Sauces ------of the second part: Thirteen hundred fifty (#1350.00) DOLL to there duly paid, the receipt of which is hereby acknowledged. ha ve sold, and by these presents do grant, bar the original instrum DOLLARS. sell and mortgage to the said part of the second part his nevery autowardge, na bis heirs and asigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Kanses, described as follows, to wit: Sof number Phirty - four (3.4) on Phode Deland Stretch, in the bits of Lawrence, Mansastthe lien thereby. terein des released and As witho with all the appurtenances, and all the estate, title and interest of the said part ... in of the first part therein. And the saidanna R. Davis " J. J. Davis (Wife and husband) 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 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 Thirteen hundred for 220 - Dollars certain according to the terms of one-and delivered by the said annue R. Davis and S.T. David with South of the said part of the second part B.J. Saunders 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 10 and payable, and it shall be lawful for the said part of the second part, his executors, administrators and assigns, at any Recorded 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 of making such sale, on demand, to said Greater R. Davis 24 9. I. Davis (wile, Sunder Susland) their beirs and assigns. IN WITNES WHEREOF, The said part Lis of the first part ha we hereunto set their hand seal -. Anna R. Davis (SEAL) J. J. Davis (SEAL) (SEAL) the day and year first above written. Signed, Sealed and Delivered in the presence of (SEAL) STATE OF KANSAS, Douglas County BE IT REMEMBERED, That on this [3] day of November A. D. 1929, before me, (Liela I fielwell a Notary Public in and for said County and State came a Notary Public in and for said County and State came a ma R. Sarris and J. E. Sarris (wrife and Husband) to me personally known to be (-2.8.) 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 February 4, 1924. day of Not . A. D. 19.20 at 4:35 o'clock P. M. Getelle Nottherup. Register of Deeds Filed for Record the Denute.