MORTGAGE RECORD NO. 60 RA DA

503

march in the year of our Lord mortgage is hereby 8 th day of. Chis Indenture. Made this ... N. Davis widower vinitien- hundred twenty-three between in the County of ... and State of Kansas, of the first part, and Furrence Matinal Bank of Surrence Kanene of the second part: the original instrument. ALS: ull. Two Thousand and offor unduly paid, the receipt of which is hereby acknowledged, ha different sold, and by these presents do different, bargain, E him of the second part the fuerce state heirs and assigns, forever, all that tract or parcel of land - Pied sell and mortgage to the said part ...... and State of Kansas, described as follows, to wit: Half of the Joseph East Quantity of the South Mit corner of faid. lischarged. situated in the County of Douglas, noor 5 Section 24 The north to said north Half having at -upuig the Sout East created a ala arter, running thence South north Half, 49 rods, thence South 2 rods, and described. following said north 2 rode and 20 lien thereby hence West 49 rodes thence beginning, all in Section 24 Township 12. this. place of herein . Ě ales Let 1, in fection 19 Township 12, Prange 20 hand ange 19 railroad night of way containing 115 acres may released and the note As witness my F lesst. with all the appurtenances, and all the estate, title and interest of the said part .................................of the first part therein. And the said ...... M. Z. Davis .....hereby covenant and agree that at the delivery hereof he is ......the lawful owner.....of the premises, above granted, excepting the and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, days philaman athe marty age, of #7,000.00 to the Printential Hige meutance ...... This Grant is intended as a Mortgage to secure the payment of the sum of..... negasty Thousand and 00/00 Dollars certain mote this day executed one according to the terms of ...... M. 2 Davis and delivered by the said ...... Bank Lawrense National The 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 deterfield in the second part deterfield in the second part deterfield in the second part of 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 frem 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 ...making such sale, on demand, to said ..... be, shall be paid by the part ..... heirs and assigns. First party his IN WITNESS WHEREOF, The said part. If ... of the first part hand hereunio set. Rice hand and seal the day and year first above written. W. H. Davis (SEAL) Signed, Sealed and Delivered in the presence of (SFAL) STATE OF Kanea Douglas County 8th day of March A. D. 1923, before me, BE IT REMEMBERED, That on this. Mr. H. Davis L.J. to me personally known to be the same person.......who executed the foregoing instrument and duly acknowledged 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 December 30 1924 A. Cooper Notary Public. day of 22 A. D. 1923 100 o'clock P M Filed for Record the ..... HAN & Wellman ... Register of Deeds