

MORTGAGE RECORD 80

Reg. No. 1805

Fee Paid, \$ 4.75

565

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 7 day of

September A. D. 19 38, at 8:00 o'clock A. M.

By *Harold P. Beck* Register of Deeds.
Deputy.

THIS INDENTURE, Made this 3rd day of September hundred and thirty eight between Samuel H. Davis, and Emma S. Davis, his wife

of Budora in the County of Douglas part 1ss of the first part, and Mildred D. Watson a single woman and State of Kansas

WITNESSETH, That the said parties of the first part, in consideration of the sum of Nineteen hundred twelve and 35/100 ----- DOLLARS, to them which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The Northwest Quarter (1/4) of the North East Quarter (1/4) of Section Twenty Eight (28), Township Thirteen (13), Range 21, Budora Township, and the West One Half (1/2) of the Northeast One Quarter (1/4) of Section Twenty Eight (28) Township Thirteen (13) Range Twenty one (21) less commencing at a point forty (40) rods west of the North East corner of Section Twenty Eight (28) Township Thirteen (13), Range Twenty one (21), thence south forty (40) rods; thence west (16) rods; thence North forty (40) rods to the section line; thence East Sixteen (16) rods, to the starting point containing four acres.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein.

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and sold of good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the parties of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the party of the second part, the loss, if any, made payable to the party of the second part to the extent of their interest. And in the event that said tax and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until they are paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Nineteen hundred twelve and 35/100 ----- DOLLARS, according to the terms of a certain written obligation for the payment of said sum of money, executed on the 5 day of September 19 38

and by the terms made payable to the party of the second part, with all interest accruing thereon, according to the terms of said obligation and also to secure any sum or sums of money advanced by the said party of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said parties of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid, reached by law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any then it shall be paid by the party making such sale, on demand, to the first party of the second part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals the day and year last above written.

Samuel H. Davis (SEAL)

Emma S. Davis (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
County of Douglas } ss.

BE IT REMEMBERED, That on this 3rd day of September A. D. 19 38, before me, a Notary Public in the aforesaid County and State, came

Samuel H. Davis, and Emma S. Davis his wife

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

(SEAL) 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 on the 25 day of July 19 39.

H. A. Schubert Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this day of 19

Mortgage. Owner.