

This Indenture, Made this 18th day of May in the year of our Lord, one thousand eight hundred and eighty seven, between J. C. Banta and Maggie Banta (his wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and Clarissa J. Banta of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three thousand One hundred Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part, her 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:

Commencing at a point one rod West of the North East corner of the East $\frac{1}{2}$ of the North East quarter of Section number Thirty four (34) Township Twelve (12) Range Nineteen (19) Thence South 58 Rods, thence West 39 Rods, thence South 45 Rods, thence West 40 Rods, thence North 103 Rods, thence East 79 Rods to point of beginning.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. C. Banta & Maggie Banta do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a mortgage of \$650.⁰⁰ given to W. C. Beardsley of Auburn N.Y. dated Sept 8th 1886.

This Grant is intended as a Mortgage to secure the payment of the sum of Thirty one hundred Dollars according to the terms of four certain promissory notes this day executed and delivered by the said J. C. Banta and Maggie Banta to the said party of the second part; and this conveyance shall be void if such payment 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 shall become due and payable, and it shall be lawful for said party of the second part her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner

The following is indorsed on the original instrument
Garfield Washington Aug 21st 1891. The Ant of this
Mortgage has been paid in full, and said mortgage hereby released
Clarissa J. Banta
Morrison
Recorded September 25th 1891.
J. W. Brooks
Register of Deeds