

This Indenture, Made this 24th day of August in the year of our Lord one thousand eight hundred and Eighty nine between J. P. Banker and his wife Mary M. Banker of Marion in the County of Douglas, and State of Kansas, of the first part, and Mary A. Lewis of the second part:

Witnesseth that the said parties of the first part, in consideration of the sum of Four 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: The South East quarter of Section number Five (57) Township Fifteen (15) Range Eighteen (18) with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. P. Banker does 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 and he does further expressly waive all benefits of Homestead provided by Section 9, Article 15 of the Constitution of the State of Kansas or any statute in pursuance thereof. This Grant is intended as a Mortgage to secure the payment of the sum of Four hundred Dollars, according to the terms of one certain note this day executed and delivered by the said J. P. Banker and Mary M. Banker to the said Mary A. Lewis payable at the office of R. F. Governor on Lawrence Mo. as follows, to wit:

Four hundred dollars on the 24th day of February, 1890

dollars on the day of 15

dollars on the day of 15

dollars on the day of 15

dollars on the day of 15

dollars on the day of 15

with the interest thereon, 7 per cent per annum to the said party of the second part. And this conveyance shall be void if such payment be made as is 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 prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, her executors, administrators or assigns; and out of all the moneys arising from such sale, to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and a reasonable attorney's fee for

The following is a statement of the original instrument -

In consideration of full payment of the within mortgage

I hereby release the same this

24th day of February, 1890.

Recorded February 26 1890

Mary A. Lewis

Register of deeds

The following is indorsed on the original instrument -
\$1,000⁰⁰ - Dec 26, 1891. Received of Mr. J. H. Bond the within named Mortgage for the sum of One thousand dollars in full