

MORTGAGE-RECORD

P. O. Foley, Blank Book Manufacturer, Lawrence, Kans.

This Indenture, Made this Third day of September in the year of our Lord one thousand eight hundred and eightynine between Charles Banks and Jane Banks husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and J. H. Fitzpatrick of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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 his 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 half of the North East quarter of Section seventeen (17) Township Twelve (12) Range Nineteen (19) containing 16 acres more or less

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

This grant is intended as a Mortgage to secure the payment of the sum of Three hundred Dollars

according to the terms of one certain promissory note this day executed and delivered by the said Charles Banks to the said party of the second part: payable three years after date with interest from date at the rate of seven per cent per annum according to three interest coupons attached to said note

and this conveyance 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 party of the second part his 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 his executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Charles Banks his heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Geo A Banks

Charles Banks (SEAL.)

Jane Banks (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 3^d day of September, A. D. 1889, before me, Geo A Banks, a Notary Public in and for said County and State, came Charles Banks and Jane Banks husband and wife to me personally known to be the same person s who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires Dec-12- 1892.

Geo A Banks

Notary Public.

Recorded Sept-3- A. D. 1889, at 6 o'clock P. M.

Jamie Brooks
Reg. later of deeds.

The following is inclosed on the original instrument -
The note herein described having been paid in full, this mortgage is hereby released and the lien hereby created discharged. It unless any delay of March 1st 1890
Recorded March 20th 1890
J. H. Fitzpatrick