

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Twenty fifth day of August in the year of our Lord one thousand eight hundred and Ninety one between Alec Y Banks unmarried of Douglas in the County of Douglas and State of Kansas of the first part, and E J Parker of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Six hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell 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 North half (1/2) of the East half (1/2) of the North West quarter (1/4) of Section twenty four (24) Township fourteen (14) Range Eighteen (18) Containing forty acres more or less

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Alec Y Banks do sell hereby covenant and agree, <sup>that</sup> 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 Six hundred Dollars according to the terms of One certain Note and six Coupons — this day executed and delivered by the said Alec Y Banks to the said party of the second part: his heirs or assigns

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 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 Alec Y Banks heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of Alec Y Banks (SEAL.)  
John M Newlin (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 25 day of Aug, A. D. 1891, before me, a Notary Public in and for said County and State, came Alec Y Banks to me personally known to be the same person 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 April 28 1895 John M Newlin Notary Public.  
Recorded Aug - 26 A. D. 1891, at 3<sup>20</sup> o'clock P. M.

James Brooks Register of Deeds

*The following is endorsed on the original instrument -*  
Lawrence Kans. July 3<sup>rd</sup> 1902 -  
Received of Alec Y. Banks the within named mortgage for the sum of Six hundred and 00/100 Dollars, in full satisfaction of the within mortgage.  
Chas. Behrle  
(Assigned See Book 87 Page 438) (Assigned See Book 87 Page 444)  
Recorded July - 3<sup>rd</sup> 1902 -  
L. W. Linnaman,  
Register of Deeds,  
By Billie McLanahan, Deputy  
(Assigned See Book 87 Page 504)