

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 31<sup>st</sup> day of August in the year of our Lord one thousand eight hundred and ninety one between Charles P. Banks and Martha J. Banks, his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Wm. S. Sinclair, of Lawrence, Kansas of the second part,

Witnesseth, That the said part 1<sup>st</sup> of the first part in consideration of the sum of Sixty six and twenty five hundredths 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 North half of the North West quarter of Section No. Twenty seven (27), in Township No. Fourteen (14) South of Range No. Eighteen (18) East of the 6th P.M., containing eighty acres of land, more or less,

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said

do hereby covenant and agree, 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, save a prior mortgage of thirteen hundred and twenty five Dollars to William S. Sinclair and that he will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, his heirs and assigns forever against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Sixty six and twenty five hundredths according to the terms of ten certain mortgage notes this day executed and delivered by the said parties of the first part to the said party of the second part: payable as follows: Six and 25/100 Dollars on the last day of February and August in each year until a sum of Sixty six and 25/100 Dollars is fully paid with interest after maturity, or default, at the rate of ten per cent per annum.

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, appraisal 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 parties of the first part, their heirs and assigns.

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

Signed and delivered in presence of

Charles P. Banks (SEAL.)  
Martha J. Banks (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 4<sup>th</sup> day of September, A. D. 1891, before me L. A. Wright, a Notary Public in and for said County and State, came Charles P. Banks and Martha J. Banks, his wife to me personally known to be the same persons 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 21 - 1895 L. A. Wright Notary Public.  
Recorded Sept 5 A. D. 1891, at 12 o'clock P M.

James Brooks Register of Deeds

The following is endorsed on the original instrument  
The note herein described having been paid in full, this mortgage is hereby released and the same hereby ordered discharged. Witness my hand this 2<sup>d</sup> day of September A.D. 1896  
Wm S Sinclair

Recorded Oct 3 1910  
Hayes & Lawrence  
Register of Deeds