

This Indenture, Made this 31<sup>st</sup> day of October in the year of our Lord one thousand eight hundred and ninety one between John E. Rake an unmarried man of in the County of Douglas and State of Kansas of the first part, and Geo. B. Banks of the second part,

Witnesseth, That the said party John E. Rake of the first part in consideration of the sum of Thirteen hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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 West Fractional Quarter of Section Twenty Four Township Thirteen (13) South of Range Eighteen (18) East of the 6<sup>th</sup> M. containing 30 acres more or less excepting herefrom one acre in the North East corner of said 4<sup>th</sup> section held by 20 Rods

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said John E. Rake 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 state of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Thirteen hundred Dollars five years after date with interest annually at the rate of seven percent according to the terms of one certain promissory note this day executed and delivered by the said John E. Rake to the said party of the second part:

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 John E. Rake 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

Geo. B. Banks

J. E. Rake

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas

} ss.

Be it Remembered, That on this 31<sup>st</sup> day of October, A. D. 1891, before me Geo. B. Banks, a Notary Public in and for said County and State, came John E. Rake an unmarried man 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 Dec 12 1892

Geo. B. Banks

Notary Public.

Recorded May 7 A. D. 1892, at 10<sup>45</sup> o'clock A.M.

James Brooks

Register of Deeds

The following is enclosed on the original instrument -  
The note herein described having been paid in full  
this mortgage is hereby released and the lien thereby  
created is discharged. As witness my hand this 4<sup>th</sup> day  
of June A.D. 1904.  
Chas. R. Bahnmair.  
for assignment. See Book 37, Page 133.

Recorded June 4<sup>th</sup> 1904.  
W. O. Armstrong.  
Register of Deeds.