

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 11th day of November in the year of our Lord one thousand eight hundred and 93 between J. O. Banker and Mary M. Banker his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Wm. Liddell and Kate Liddell of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand 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 parties of the second part their 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 (1/4) of Section Five (5) in Township Fifteen (15) of Range Eighteen (18) The parties of the first part reserve the right to pay One hundred dollars or any multiple thereof of the principal of this mortgage at any interest payment.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that 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.

This grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Parties of the First Part to the said parties 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 parties of the second part their 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 parties of the second part their 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 parties of the first part or their 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

J. O. Banker (SEAL.)
Mary M. Banker (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS,
Douglas County } ss.

Be it Remembered, That on this 11th day of November, A. D. 1893, before me Register of Deeds, a Notary Public in and for said County and State, came J. O. Banker and Mary M. Banker 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 18
 Recorded Nov 11 A. D. 1893, at 2³⁰ o'clock P. M. James Brooks Register of Deeds.
James Brooks Register of Deeds.

Released per Book 33, Page 326. Also Book 33, Page 374