

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 14 day of April in the year of our Lord one thousand eight hundred and ninety four between James C. Banta and Maggie Banta, his wife of Douglas in the County of Douglas and State of Kansas of the first part, and N. C. Beardsley of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five Hundred and Fifty 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: Beginning at a point one Rod West of the North East corner of the East Half of the North East Quarter of Section No Thirty four (34), in Township No Twelve (12) South, of Range No Twenty (20) East of the 6th P.M., thence running South fifty eight (58) Rods, thence West thirty nine (39) Rods, thence South forty five (45) Rods, thence West forty (40) Rods, thence North one hundred and three (103) Rods, thence East twenty nine (29) Rods to place of beginning, containing forty (40) acres of land, more or less, subject to prior mortgage of \$600. in favor of said N. C. Beardsley, dated Sept 8, 1886, recorded in the office of the Register of Deeds in and for Douglas County, Kansas, in Book No 13, at page 469; 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, except as above noted, and that they will warrant and defend the same in the quiet and peaceable possession of second party, his heirs & assigns forever against all persons lawfully claiming the same

This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred and Fifty Dollars according to the terms of one certain Mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: due in five (5) years after date, with interest from date to maturity or default, as provided by coupons attached to said note, and interest after maturity or default at the rate of ten per cent per annum, until fully paid. 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 parties of the first part, 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. C. Banta (SEAL.)
Maggie M. Banta (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 13 day of April, A. D. 1894, before me L. A. Night, a Notary Public in and for said County and State, came James C. Banta and Maggie Banta 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. Night Notary Public.
Recorded April 13 A. D. 1894, at 3:30 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 lien thereby created discharged.
At Witness my hand this 15th day of August A. D. 1897
N. C. Beardsley

Recorded August 16th 1897
James Brooks
Register of Deeds

