

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 20th day of May in the year of our Lord one thousand eight hundred and ninety five between Alice G. Banks of the first part, and Willard Fagg of the second part,

Witnesseth, That the said part Alice G. Banks of the first part in consideration of the sum of Four Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has she sold and by these presents do she grant, bargain, sell and mortgage to the said party him 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 one half of the East one half of the North West quarter (1/4) of Section Twenty four (24) Township Fourteen (14) Range Eighteen (18) said tract of land containing forty acres more or less. Also an undivided one fourth interest in the tract of land described as follows, to-wit: The West fifty (50) acres of the North half (1/2) of the North West quarter (1/4) of the North East quarter (1/4) of Section Fourteen (14) Township Fourteen (14) Range Eighteen (18) all of said land lying and being in the County of Kansas with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Alice G. Banks

do hereby covenant and agree that at the delivery hereof she 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 except a mortgage dated August 25th 1891 and given to John Huston

This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said Alice G. Banks 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 part 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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Alice G. 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

Alice G. Banks (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 20th day of May, A. D. 1895, before me, James H. Mitchell, a Notary Public in and for said County and State, came Alice G. 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 Feb 15 1896.Recorded May 20 A. D. 1895 at 4¹⁵ o'clock P. M.

Notary Public.

James H. Mitchell
James Brooks
Register of Deeds.

*The following is indorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien thereon created discharged.
As witness my hand this 14 day of January A.D. 1897
Willard Fagg*

*Recorded January 14th 1897
James Brooks*