

This Indenture, Made this 30th day of November in the year of our Lord one thousand eight hundred and ninety88 between Francis Walter and Katherine his wife of Leompton in the County of Douglas and State of Kansas of the first part, and Joseph Banks of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Twenty Four Hundred 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 West quarter of Section Nine (9) and the South East quarter of Section Nine (9) all in Township Twelve (12) Range Eighteen (18) East of the 6th principal Meridian containing or the aggregate 33 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Francis Walter hereby covenant and agree that at the delivery hereof he 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.

This grant is intended as a Mortgage to secure the payment of the sum of Twenty Four Hundred Dollars four years after date with interest payable annually at the rate of seven and one half percent per annum according to the terms of one certain promissory note of four hundred dollars executed and delivered by the said Francis Walter and Katherine his wife to the said party of the second part: it being understood that payment of \$100 or any multiple thereof on the principal of said note may be made after one year from date at any time when the annual interest is due.

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 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 Francis Walter his heirs and assigns.

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

Signed and delivered in presence of

Geo. Banks

Francis Walter (SEAL.)
Katherine Walter (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 1st day of Dec, A. D. 1896, before me, Geo. Banks, a Notary Public in and for said County and State, came Francis Walter and Katherine 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 Dec 1, 1901

Geo Banks

Notary Public.

Recorded Dec 1 A. D. 1896, at 10 o'clock P. M.

James Brooks
Register of Deeds.

The following is endorsed on the original instrument of the note herein described having been paid in full this mortgage is hereby released and the same duly discharged as witnesses my hand this first day of December A.D. 1902
Alexander Banks
Leompton
Sole heirs of Mary Davis deceased

Recorded Dec 10 1901
J. J. Johnson
Register of Deeds

(Assigned See Book 31 Page 563)