

This Indenture, Made this First day of June in the year of our Lord one thousand eight hundred and ninety Eight between John P. Banker and Mary M. Banker of Moabe in the County of Douglas and State of Kansas of the first part, and G. M. Calville Justice of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Eighteen Hundred (\$1800⁰⁰) 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 South East quarter (1/4) of Section Five (5) Township Fifteen (15) Range Eighteen (18) containing 160 acres, more or less

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said John P. Banker and Mary M. Banker do hereby covenant and agree that at the delivery hereof they are the lawful owner S. 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 Eighteen Hundred Dollars

according to the terms of Our certain Promissory Note this day executed and delivered by the said John P. Banker and Mary M. Banker to the said part 2d of the second part: Dated June 1st 1898 Payable five years after date with interest at the rate of 5% per annum interest payable semi-annually

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 2d 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 part 2d of the second part 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 part 2d making such sale on demand to the said John P. Banker his heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

John P. Banker (SEAL.)
Mary M. Banker (SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this First day of June, A. D. 1898, before me, G. P. Saxman, a Notary Public in and for said County and State, came John P. Banker and Mary M. Banker, husband and wife to me personally known to be the same person S. 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 Jan. 5, 1902
Recorded June 1st A. D. 1898, at 2³⁰ o'clock P. M.

G. P. Saxman
Notary Public.
G. P. Saxman
Register of Deeds.

The following is a correct and true copy of the original instrument as the same herein described having been put in full this mortgage is hereby released and the lien thereby created is discharged as witness my hand this 22nd day of December A.D. 1902
G. M. Calville Justice

Recorded January 3rd 1902.
G. P. Saxman
Register of Deeds.