

This Indenture, Made this first day of December in the year of our Lord one thousand eight hundred and ninety nine between Maggie M. Banta and her husband J. C. Banta in the County of Shawnee and State of Kansas of the first part, and Elizabeth Dyer of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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 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 Lot No. 26, New Hampshire street, in the City of Lawrence Kansas.

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 Two hundred and fifty dollars and interest according to the terms of one certain promissory note with interest this day executed and delivered by the said Parties of the first part 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 party of the second part 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 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 of making such sale on demand to the said parties of the first part heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written,
Signed and delivered in presence of

Maggie M. Banta (SEAL.)
J. C. Banta (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 1st day of December, A. D. 1899, before me, J. R. Kenyon, a Notary Public in and for said county and State, came Maggie M. Banta and J. C. Banta 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 July 28, 1903.
Recorded Dec. 2 A. D. 1899, at 10 o'clock A.M.

J. R. Kenyon Notary Public.
W. J. Foxman 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 land thereby created, discharged. Witness my hand this 22 day of October A.D. 1901
Granville Jager.
Recorded Oct-25, 1901
W. J. Foxman
Register of Deeds
By Lillie W. Copman
Deputy