

MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. KAMLE INDEWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this 10 day of May in the year of our Lord, one thousand nine
hundred and one, between G. F. Banta and M. A. Banta, his wife,
of Lawrence in the County of

Douglas and State of Kansas, of the first part, and David Fagerl of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two hundred and seventy 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 part y 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:

Lot number one hundred and two (102) on Connecticut Street in the City of Lawrence

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 seventy dollars according to the terms of one certain promissory this day executed

and delivered by the said parties of the first part to the said part y of the second part Said note being due thirty days after date, and bearing interest after maturity at the rate of eight per cent per annum.

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 y 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; 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 part y 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 hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

G. F. Banta (SEAL)

M. A. Banta (SEAL)

(SEAL)

STATE OF KANSAS,
County of Douglas } ss.
COUNTY

BE IT REMEMBERED, That on this 10 day of May A. D. 1901, before me Gertrude Standing a Notary Public in and for said County and State, came

G. F. Banta and M. A. Banta
his wife 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 3 1903

Gertrude Standing

Notary Public

Filed for Record the 16 day of May A. D. 1901, at 8:50 o'clock A. M.

H. H. Hornum

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. Attest: May 10, 1901.
David Fagerl by Louis C. Preller, his Attorney at Law

Recorded June 1-1901
L. J. Johnson
Register of Deeds
My Office at B. Johnson