

MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. SAM'L DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this 24th day of May in the year of our Lord, one thousand 1904 hundred and 04, between George F. Banta, and wife M. A. of Lawrence in the County of Douglas and State of Kansas, of the first part, and John Hermann of Lawrence, Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Six 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 part 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:

One Lot One hundred and two (102) on Connecticut Street in the City of Lawrence, Douglas County 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 Six hundred Dollars according to the terms of one certain Mortgage Real Estate Note this day executed and delivered by the said parties of the first part to the said part 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; 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 making such sale, on demand, to the said 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, Sealed and Delivered in Presence of George F. Banta (SEAL) M. A. Banta (SEAL)

STATE OF KANSAS, } ss. County of Douglas COUNTY

BE IT REMEMBERED, That on this 24 day of May A. D. 1904, before me A. V. Sharpe a Notary Public in and for said County and State, came George F. Banta and M. A. Banta hus and 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 Oct 1 1904 A. V. Sharpe Notary Public

Filed for Record the 24th day of May A. D. 1904, at 3 o'clock P. M. John Hermann Register of Deeds

The following is endorsed on the original instrument.
The Note hereon described having been paid in full
this mortgage is hereby released and the lien thereby
created is discharged. At Witness my hand this 22nd day of Nov
A. D. 1904. John Hermann

Recorded Nov 22nd 1904.
A. W. Greening,
Register of Deeds