

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form—JOURNAL CO., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 30 day of March in the year of our Lord, Nineteen  
Hundred Three, between A. G. Banks a single man  
of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and W. E. Spalding of same place  
of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of  
One thousand (\$1000.00) Dollars,  
to him duly paid, the receipt of which is hereby acknowledged, has 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 (1/4) of Section number  
twenty four (24) Township number fourteen (14) Range number eighteen  
(18) less one half acre for cemetery  
Said party of first part has the right to pay any part of said note  
or the whole thereof at any time at his option

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said  
A. G. Banks do 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 except one certain Mortgage for \$200.00  
payable to Lewis. This Grant is intended as a Mortgage to secure the payment of the sum of  
One thousand dollars  
according to the terms of one certain promissory note this day executed  
and delivered by the said A. G. Banks 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 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 cost and charges of making such sales, and the overplus, if  
any there be, shall be paid by the party making such sale, on demand, to said A. G. Banks his  
heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above  
written.

Signed, Sealed and Delivered in Presence of

A. E. MelvinA. G. Banks

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 30 day of March A. D. 1903, before me  
James Brooke a Notary Public in and for said County and State, came  
A. G. Banks

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 subscribed my name and affixed my official seal on the day and  
year last above written.

My Commission Expires Nov 1905James Brooke

Notary Public.

Filed for Record the 31 day of March A. D. 1903, at 2:40 o'clock A. M.A. W. Armstrong

Register of Deeds.

J. C. Lounsbury

Deputy.

In consideration of full pay-  
ment of the within mortgage I  
hereby release by same this  
30th day of March 1916  
W. E. Spalding

ATTEST,

Thos. L. Lawrence  
Register of Deeds.

(The following is entered on the original instrument)  
The same herein described having been paid in full, this mortgage is hereby released and the  
day of August 1916 at Lawrence, Kan. A. D. 1916.

Recorded - May 5th 1905  
1905