

MORTGAGE RECORD No. 42.

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

This Indenture, Made this 30th day of March in the year of our Lord, Nineteen hundred and three, between A. Y. Banks an unmarried man of Lawrence in the County of Douglas and State of Kansas, of the first part, and H. F. Lewis of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Two Thousand 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 her 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 sixty (60) acres of the North East quarter of Section Number Twelve (12) Township Fourteen (14) Range Eighteen (18) East of 6th (6th) Meridian, also the North East quarter of Section One (1) Township Fourteen (14) Range Eighteen (18) East of 6th (6th) Meridian, except the following tract: Beginning at a point sixteen (16) rods east of a point forty (40) rods south of the north west corner of said quarter section; thence running south to a point twelve (12) rods east of the west line and twenty-eight (28) rods south of the North line of said quarter section; thence east twelve (12) rods to the North East corner of said quarter section; thence East one hundred and sixty (160) rods to the West east corner thereof; thence South thirty one (31) rods; thence East forty (40) rods; thence South ninety (90) rods thence West one hundred and four (104) rods to the place of beginning. Also the following tract: Commencing thirty one (31) rods south of the North East corner of said South East quarter of Section One (1); thence west forty (40) rods; thence south twelve (12) rods thence West (10) forty rods to the east line of said quarter section; thence North on said east line twelve (12) rods to the place of beginning with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said

A. Y. 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 inalienable 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 Thousand Dollars

according to the terms of one certain promissory note this day executed and delivered by the said A. Y. Banks to the said party of the second part

payable five years after date with interest at the rate of six per cent per annum interest payable annually according to provisions of said note for 120 each

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 her 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. Y. Banks 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. Y. Banks [SEAL]

STATE OF KANSAS, County of Douglas } ss.

BE IT REMEMBERED, That on this 31st day of March A. D. 1923, before me Geo. A. Banks a Notary Public in and for said County and State, came A. Y. Banks an unmarried man

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 27 1924 Geo. A. Banks Notary Public.

Filed for Record the 31st day of March A. D. 1923, at 10 o'clock A. M. All. Arnoldyng Register of Deeds. J. B. Bowman Deputy.

Vertical text on the left side of the page, including a recording notice and the name 'Mrs. Hays Smith'.

Vertical text on the left side of the page, including a recording date 'May 27 1923' and the name 'Geo. A. Banks'.

