

## MORTGAGE RECORD No. 42.

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

This Indenture, Made this 15<sup>th</sup> day of September in the year of our Lord, Twelve Hundred and four between W.B. Banning and Ethel L. Banning husband and wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Frank C. Wade of the second part: Witnesseth, That the said parties of the first part, in consideration of the sum of Five 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 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: \_\_\_\_\_

and State of Kansas, described as follows to wit:

*1/4 of the East half of the Northwest quarter of Section Twenty one (21) Township  
Thirteen south of Range Nineteen (19) East of the 6<sup>th</sup> P.M. containing 10  
acres more or less.*

with all the appurtenances, and all the estate, title and interest of the said part<sup>es</sup> of the first part therein. And the said \_\_\_\_\_ W. H. Boring \_\_\_\_\_ does 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 \_\_\_\_\_

\_\_\_\_\_ This Grant is intended as a Mortgage to secure the payment of the sum of  
Five Hundred Dollars  
 according to the terms of \_\_\_\_\_ certain note \_\_\_\_\_ this day executed

according to the terms of one certain note this day executed  
and delivered by the said W. H. B. King and John Danning to the said party of the second part  
payable two years after date with interest at the rate of six per cent per annum payable  
semi-annually at the Lawrence National Bank of Lawrence, Kansas.

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 cost 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 said W. C. Manning, 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*

Geo. C. Barbo

W. H. Bassing \_\_\_\_\_ [SEAL.]

*Ethel E. Barling* \_\_\_\_\_ [SEAL]

[SEAL.]

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 13<sup>th</sup> day of Sept A. D. 2004, before me

\_\_\_\_\_ Geo. L. Banks \_\_\_\_\_ a Notary Public in and for said County and State, came  
Mr. Conning and Ethel L. Conning husband and wife  
 \_\_\_\_\_ to me personally known to be the same  
 persons 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 1954

Geo. R. Banks.  
Notary Public.

Filed for Record the 12 day of Sept. A. D. 1927, at 9:20 o'clock A M.

A. M. Cunningham, Register of Deeds  
By A. E. Cunningham, Deputy

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\_\_\_\_\_[SEAL.]

\_\_\_\_\_[SEAL.]

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**Notary Public.**

—M.

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J

Recorded Dec 15-1906.  
At Wilmington, N. C. 7 birds.  
Sent by June C. Armstrong N.Y.  
H. C. Dunder. H. C. Dunder.  
The note herein described having been paid in full, this invoice  
is being released and the here thereby receipted and accepted.  
We acknowledge very much this 15th day of September A. D. 1906.  
J. H. Wade