

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOHNSON CO. PRINTERS, BINDERS AND BLANK BOOK MAKERS LAWRENCE, KAN.

This Indenture, Made this 18 day of December in the year of our Lord, one thousand seven hundred and seven (1907), between A. G. Banks and Trace Banks, his wife, of Douglas in the County of Douglas and State of Kansas, of the first part, and Mrs Clara Creel, of the second part:

Witnesseth, That the said party 2 of the first part, in consideration of the sum of Two Thousand (\$2000.00) 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 2 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 west quarter (1/4) of Section number twenty four (24) Township Number fourteen (14) Range number eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said part 2 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 owner 2 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 \$2000.00 according to the terms of One certain note this day executed and delivered by the said party of the first part, A. G. Banks to the said part 2 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 2 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 part 2 making such sale, on demand, to said parties of the first part heirs and assigns.

IN WITNESS WHEREOF, The said part 2 of the first part have hereunto set their hand and seal, the day and year first above written.

Signed, Sealed and Delivered in Presence of

A. G. Banks. [SEAL.]

Trace H. Banks. [SEAL.]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 18 day of Dec. A. D. 1907, before me

R. E. McElvin a Notary Public in and for said County and State, came A. G. Banks and Trace H. Banks 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 subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires April 5 - 1910

R. E. McElvin Notary Public.

Filed for Record the 16 day of Jan. A. D. 1908 at 1:32 o'clock P. M.

A. W. Armstrong, Register of Deeds.
By Edie E. Armstrong Deputy.

at Lawrence see Book 47 page 574

This following is returned on the original instrument: The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 23 day of May A. D. 1912.

Recorded May 26 1913