

## Mortgage Record.

This Indenture, Made this second day of April in the year of our Lord one thousand nine hundred fifteen (1915), between Alc. G. Banks & Grace H. Banks husband & wife of Douglas in the County of Douglas and State of Kansas, of the first part, and W.E. Hoyer, W.E. Higgins & J. H. Barrow as Trustees under the Will of L. H. Perkins of the second part:

WITNESSETH, That the said part all of the first part, in consideration of the sum of Four thousand and no/100 (\$4000.00) DOLLARS to them duly paid, the receipt of which is hereby acknowledged, he of sold, and by these presents do grant, bargain, sell and mortgage to the said party to 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:

[illegible]

Alice L. Banks & Grace L. Banks, husband and wife ..... do ..... hereby covenant and  
 agree that at the delivery hereof they are the lawful owners 3 of the premises above granted and seized of a good and indefeasible  
 estate of inheritance therein, free and clear of all incumbrances, and that they ..... will warrant and defend the same against all  
 claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Four thousand and no/100 ..... DOLLARS.

according to the terms of One certain promissory note... this day executed by the said Alfred H. Banks & Dora H. Banks husband & wife  
to the said part 4 of the second part; said note being given for the sum of Four thousand (\$4000.00) DOLLARS,  
dated April 2nd, 1915, due and payable in Five year 5 from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of \$140.00 dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part ten of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of thirty thousand and no/100 (\$3000.00) DOLLARS.

in any insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part 1st of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien upon this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part 2nd of the second part, and all sums paid by the part 3rd of the second part for insurance, shall be due and payable or not, at the option of the part 4th of the second part; and it shall be lawful for the part 4th of the second part to assign its executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part 4th of the second part to assign its executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part 4th making such sale, on demand, to the said Emmett under the Will of L. H. Perkins

IN TESTIMONY WHEREOF, The said part \_\_\_\_\_ of the first part have \_\_\_\_\_ hereunto set their \_\_\_\_\_ hand \_\_\_\_\_ and seal \_\_\_\_\_ the day and year last above written.

Signed, sealed and delivered in presence of

Alec G. Banks (SEAL)  
Trace H. Banks (SEAL)

STATE OF KANSAS.

*Douglas*

BE IT REMEMBERED, That on this 3rd day of April A. D. 1915

before me, G. B. Hooper, a Notary Public  
in and for said County and State, came Alex. G. Banks and Isaac H. Banks

Husband and wife  
to me personally known to be the same person who executed the foregoing instrument of writing.

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 May 21 1988 City of Virginia Notary Public.  
This instrument was filed for record on the 7th day of April A.D. 1985 at 10:50 o'clock A.M.

This instrument was filed for record on the 7<sup>th</sup> day of April, A.D. 1915, at 10<sup>30</sup> o'clock A.M.

By Geo. C. Witzel Register of Deeds. Deputy.

By Geo. C. Kitzel Deputy.