

## MORTGAGE RECORD 74

Reg. No. 3915  
Fee Paid, \$ 2.25

FROM

Bertha Banker et ux  
TO

Peoples State Bank, Baldwin City, Ks.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 9<sup>th</sup> day of  
Jan. A. D. 1929, at 1:15 P. M.Isa E. Wellman  
Register of Deeds.  
Deputy.

By:

THIS INDENTURE, Made this 27<sup>th</sup> day of December, in the year of our Lord, one thousand nine hundred and twenty eight, between

Bertha Banker and Chas. P. Banker, her husband

of Baldwin in the County of Douglas and State of Kansas  
of the first part, and

Peoples State Bank, Baldwin City, Kansas part of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Nine Hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said party of the second part,~~the following described premises, to wit: A certain lot or lots of land situated in the County of Douglas and State of Kansas, to-wit:~~  
their successors or assigns forever, all that tract or parcel of land situated

Lot Thirty Eight (38) in Block Two (2) in Belmont

an addition to the City of Lawrence, Kansas

note this day executed and delivered by the said Bertha Banker and Chas. P. Banker, her husband, to the said party of the second part, Peoples State Bank, Baldwin City, Kansas, and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, 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 parties of the second part their 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 sale to retain the amount then due for principal and interest together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the parties making such sale, on demand to said Peoples State Bank, Baldwin City, Kansas, their successors, heirs and assigns.

with the appurtenances and all the estate, title and interest of the said parties 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 owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

~~the following described premises, to-wit: A certain lot or lots of land situated in the County of Douglas and State of Kansas, to-wit:~~  
their successors or assigns forever, all that tract or parcel of land situated

THIS GRANT is intended as a mortgage to secure the payment of the sum of  
Nine Hundred & no/100 DOLLARS,

according to the terms of one certain

~~the following described premises, to-wit: A certain lot or lots of land situated in the County of Douglas and State of Kansas, to-wit:~~  
their successors or assigns forever, all that tract or parcel of land situated

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

BERTHA BANKER (SEAL)

CHAS. P. BANKER (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

COUNTY OF DOUGLAS

BE IT REMEMBERED, That on this 27<sup>th</sup> day of December, A. D. 1928, before me, a  
Oma Bacon, a Notary Public in the aforesaid County and State, cameBertha Banker and Chas. P. Banker, her husband  
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 November 25, 1931, at  
Oma Bacon

Notary Public.

## RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this day of 19

Mortgagee. Owner.

The following is endorsed on the original instrument:  
This note, as described, having been paid in full, this mortgage is hereby released and the lien thereby created discharged.  
As witness my hand this 28<sup>th</sup> day of January, A. D. 1931  
Alvett E. Brown  
Register of Deeds

Recorded 1<sup>st</sup> Feb. 1931  
Isa E. Wellman  
Register of Deeds