

This Indenture,Made this 1st day of November
A. D. 1948, between John H. Foster and Alfreda I. Foster, husband and wifeof Lawrence in the County of Douglas and State of Kansas
of the first part, and Frank E. Banks

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
Thirty-seven hundred and no/100 DOLLARSto 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 part Y 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:The East one-half of the Southeast one-quarter of Section
Twenty (20), Township twelve (12), Range nineteen (19)with all the appurtenances, and all the estate, title and interest of the said part ies 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 of
the premises above granted, and seized of a good and inalienable estate of inheritance therein, free and clear of all
incumbrancesThis grant is intended as a mortgage to secure the payment of Thirty-seven hundred and no/100
Dollars, according to the terms of a certain note this day executed and delivered by the
said parties of the first part to the
said part Y of the second partand 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 be 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 Y 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 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 part Y making such sale, on demand, to said parties of the first part
his heirs and assignsIn Witness Whereof, The said part ies of the first part have hereunto set their
hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

John H. Foster (SEAL)
Alfreda I. Foster (SEAL)
(SEAL)

STATE OF KANSAS.

DOUGLAS

County,

Be It Remembered, That on this 1st day of November A. D. 1948before me, the undersigned, a Notary Publicin and for said County and State, came John H. Foster and AlfredaI. Foster, husband and wife

to me personally known to be the same person who executed the within 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 June 26 1951C. B. Wierfeld
Notary Public

RELEASE

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 7th day of May A. D. 1955.

Frank E. Banks