

This Indenture, Made this 24th day of June in the year of our Lord, one thousand eight hundred and eighty seven, between John A. Benson (unmarried) of Lawrence in the County of Douglas and State of Kansas of the first part, and A. B. Selig of the second part:

Witnesseth, that the said party of the first part, in consideration of the sum of Five hundred Dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does 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:

Lot number one hundred and twenty (120) New York Street in the City of Lawrence according to the plat thereof.

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said John A. Benson 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 with interest thereon at the rate of ten per cent per annum according to the terms of one certain promissory note this day executed and delivered by the said John A. Benson to the said party of the second part; and this conveyance shall be void if such payment 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 shall become due and payable, and it shall be lawful for said party 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, with or without advertisement hereby waived or not at the option of the party of the second part, his executors, administrators

The following is endorsed on the original instrument
In consideration of full payment of the within mortgage
I hereby release the same this 9th day of March 1891
A. B. Selig

Recorded March 10th 1895

James Brooks
Register of Deeds