

The following is endorsed on the original instrument
 Record of Eliza McCage payment in full of the note this
 mortgage was given to her

Gray Bennett for
 M. S. Moore atty in fact -
 September 25, 1892

Recorded September 25, 1892
 M. S. Moore, Clerk of the
 County of Douglas

This Indenture, Made this fifth day of May in the year of our Lord one thousand eight hundred and eighty eight between Eliza McCage and Thomas McCage her husband of Quorum in the County of Douglas State of Kansas of the first part and Guy Bennett of the second part, witnesseth, that the said parties of the first part in consideration of the sum of One hundred and seventy five 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 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: Commence at a point 40 Rods North of N.E. cor. of M.E. 4 Section 30 T. 12. Range 20 E. of 6th P.M. Thence West 20 Rods Thence North 20 Rods Thence East 20 Rods Thence South 20 Rods to beginning. Reserving from the South and East sides of said tract a strip of land 30 feet wide dedicated as a public highway Douglas County Kansas with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Eliza McCage and Thomas McCage her husband do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seised of good and indefeasible estate of inheritance therein free and clear of all encumbrances.

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and Seventy five (\$175.) dollars according to the terms of One certain promissory Note this day executed and delivered by the said Eliza McCage and Thomas McCage to the said party of the second part: his heirs and assigns and this covenant 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 covenant shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the 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, appraisement hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out of all the money arising from such sales, to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale; or