

MORTGAGE RECORD

P. S. FORD, Clerk of the County of Douglas, Kansas.

This Indenture, Made this Twenty-sixth day of December in the year of our Lord one thousand eight hundred and eighty eight Eight between Ruth Benson and A. St. Benson her husband of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and George Beck of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Hundred (100.00) 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: Beginning at a point twenty (20) rods East of the South West corner of the North West quarter of the South West quarter of Section Twenty-nine (29) in Township South of (32) South of Range Twenty (20) East of the 5th W. Meridian thence North Twenty (20) rods; thence East Four (4) rods; thence South Twenty (20) rods; thence West Four (4) rods to the place of beginning, containing One half (1/2) Acre being in that part of the City of Lawrence, known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Ruth Benson and A. St. Benson 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 except a Mortgage of Three Hundred (\$300) Dollars given by Jacob W. Miller & Wife to the National Loan and Trust Company due March 7th 1892.

This grant is intended as a Mortgage to secure the payment of the sum of One Hundred Dollars (100.00)

according to the terms of one certain promissory Note this day executed and delivered by the said Ruth Benson and A. St. Benson to the said party of the second part: payable one year after date with interest at six per cent payable semi-annually from date until paid. Payable at 913 Rhode Island St. Lawrence Mo.

and this conveyance shall be void if such payments 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 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 moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Ruth Benson and A. St. Benson heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Peter Bell

Lizzie Bell

Ruth Benson (SEAL.)

A. St. Benson (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS.

County of Douglas } ss.

Be it Remembered, That on this 14th day of December, A. D. 1888, before me, Peter Bell, a Notary Public in and for said County and State, came Ruth Benson and A. St. Benson her husband to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires Sept. 3rd 1889.

Recorded Jan 8 A. D. 1889, at 1:30 o'clock P. M. Douglas County Kansas.

James Brooks

Register of Deeds

The following is indorsed on the original instrument
The notes herein described having been paid in full this mortgage is hereby released and the lien thereby created discharged. As witnesses my hand this 10th day of January A.D. 1898
Attest Heret Fore
Recorded Jan-10-1898
Peter Bell

The following is indorsed on the original instrument
George Beck the said party of the second part, in consideration of One hundred and forty four Dollars to him in full paid, the receipt whereof is hereby acknowledged in full payment of the promissory note hereby assigned. The said mortgage has been duly assigned to George Beck
Recorded August 18th 1898
James Brooks