

This Indenture, Made this Seventh day of March in the year of our Lord one thousand eight hundred and Ninety between Ruth H. Benson and A. H. Benson of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and Hugh Blair of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred 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 twenty (20) rods East of the North West corner of the North West quarter 44 of the South West quarter 20 of Section twenty nine (29) in Township Twelve (12) South of Range Twenty (20) East of the 6th P.M. (being in that part of the City of Lawrence known as North Lawrence 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

with all the appurtenances, and all the estate, title and interest of the said party 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 save a mortgage of \$300 made by Jacob Gattay wife to The National Loan and Company due March 1st 1890 and a certain other Mortgage of \$700 made by parties of the first part here to George Mack payable one year after 1st December 1888.

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Parties of the first part to the said party of the second part: payable twenty two months after date in payments of ten dollars to a month with interest at 8%.

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 or 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 parties of the first part heirs and assigns.

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

Signed and delivered in presence of
Jennie Watt
Ruth H. Benson (SEAL.)
A. H. Benson (SEAL.)
 _____ (SEAL.)
 _____ (SEAL.)

STATE OF KANSAS, } ss.
 County of Douglas

Be it Remembered, That on this 14 day of March, A. D. 1890, before me, John W. Swope, a Notary Public in and for said County and State, came Ruth H. Benson and A. H. Benson wife and 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 May 7 1891. John W. Swope Notary Public.
 Recorded March 14 A. D. 1890, at 11 o'clock A-M.

James Brooke Register of Deeds.

The foregoing is a mortgage instrument.
 It has been secured by this mortgage having been first and so in full
 therefor this mortgage is not charge with the sub-7th, 9th
 Recorded March 19, 1892 at 11 o'clock A.M. James Brooke Register of Deeds
 Hugh Blair
 1890

The following is imposed on the original instrument
 In consideration of full payment of the within Mortgage
 I hereby release the above into the day of March 1895
 Daniel Warner