

MORTGAGE RECORD

P. C. FORD, BOOK MANUFACTURER, LAWRENCE, KANS.

This Indenture, Made this seventeenth day of March in the year of our Lord one thousand eight hundred and eighty Ninty between Charles S. Bennett married of Twin Mound in the County of Douglas and State of Kansas of the first part, and C. M. Fisher and Mary J. Fisher of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of fifteen 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 parties of the second part their 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 North West Quarter of Section Thirty two (32) Township fourteen (14) Range Eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Charles S. Bennett do hereby covenant and agree that at the delivery hereof he 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 fifteen hundred Dollars according to the terms of two certain promissory notes this day executed and delivered by the said Charles S. Bennett to the said parties of the second part: one note of \$500 due April 20<sup>th</sup> 1890 with interest at seven percent And one note for one thousand Dollars due March 17<sup>th</sup> 1895 with interest at the rate of seven per cent payable semi annually from date 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 parties of the second part their 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 parties of the second part their 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 parties making such sale on demand to the said Charles S. Bennett heirs and assigns.

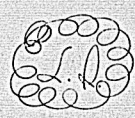
In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Charles S. Bennett (SEAL.)  
(SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } ss.

Be it Remembered, That on this 17<sup>th</sup> day of March, A. D. 1890, before me, L. A. Steele, a Notary Public in and for said County and State, came Charles S. Bennett



to me personally known to be the same person 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 June 17- 1890. L. A. Steele Notary Public.  
Recorded March 17 A. D. 1890, at 5<sup>00</sup> o'clock P. M.

James Brooke  
Reg. Cler. of Deeds.

The following is indorsed on the original instrument  
Received full payment of note secured by the within mortgage  
and hereby release the same this 6 day of Sept. A.D. 1897  
C. M. Fisher  
Mary J. Fisher  
Recorded September 6/1897  
James Brooke, Reg. Cler.