

James E. Best and Vesta C. Best his wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons each duly acknowledged the execution of the same.
In Testimony Whereof, I have hereunto set my hand and affixed my Notarial Seal, this day and year last above written.

(Signature)

Willis S. Child Notary Public

Term Expires Feb'y 16th 1892

Recorded Jan 14th 1891 at 2⁴⁵ o'clock P.M.

(Signature)

Register of Deeds.

This Indenture, Made this 5th day of January in the year of our Lord one thousand eight hundred and Ninety one between Henry E. Benson single of Lawrence in the County of Douglas, and State of Kansas, of the first part, and Miss Carrie Marks of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of Twelve 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, her 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 South $\frac{1}{2}$ of N. W. Q. 26-13-19 and the East $\frac{1}{2}$ of N. E. Q. of Section 34-13-19 being 160 acres more or less all in Township of Wadsworth, Douglas County, Kansas with the appurtenances and the estate, title and interest of the said party of the first part therein and the said Henry E. Benson does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and conveyed of a good and indefeasible estate of inheritance therein, free and discharged of all incumbrances. This Grant is intended as a Mortgage to secure payment of the sum of Twelve hundred Dollars according to the terms of a certain Promissory Note this day executed by the said Henry E. Benson to the said party of the second part. To become due three years from date. And this conveyance shall be void if such payment be made as is 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 be due and payable, and it shall be lawful for said party of the second part her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-

The following is endorsed on original instrument.
For value received I hereby release from the operation of this mortgage the East half of the North East quarter of Section 34 Township 13 Range 19. to Witness my hand this 29 day of Jan'y 1891

Miss Carrie Marks

By J. Marks her Attorney in fact.

Recorded Jan'y 29, 1891 at 10:20 o'clock P.M. James Brooks Register of Deeds

By J. Marks her Attorney in fact.

The following is endorsed on the original instrument