

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this Sixth day of March in the year of our Lord one thousand eight hundred and Ninty One between Doctor C. Hawkins and Elisabeth Hawkins his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and John A. Benson of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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: Lot Number One hundred and twenty, 2201 on New York Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree at the delivery hereof that 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 Four hundred dollars to the Kansas National Building and Loan Association of Lawrence Kansas

This grant is intended as a Mortgage to secure the payment of the sum of Four hundred dollars with interest thereon according to the terms of Eight certain Promissory notes this day executed and delivered by the said Parties of the first part to the said party of the second part:

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 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 their 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

Wilber CarterDoctor C. Hawkins

(SEAL.)

Elisabeth Hawkins

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas

} ss.

Be it Remembered, That on this Sixth day of March, A. D. 1891, before me John M. Spencer, a Notary Public in and for said County and State, came Doctor C. Hawkins and Elisabeth Hawkins his wife

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 Sept 20 1892John M. Spencer

Notary Public.

Recorded March 10 A. D. 1891, at 3 o'clock PM.James Brooks

Register of Deeds

The following is recorded on Original this instrument
This Note having been paid in full, this mortgage
is hereby released, and the lien thereby created is charged.
As Witness my hand, this Eleventh day of December A.D. 1897
John A. Benson

Recorded Dec. 13, 1897

By James Brooks
Register of Deeds

