

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this thirteenth day of September in the year of our Lord one thousand eight hundred and ninety two between C. C. Roberts and Lucie Roberts his wife of Vinland in the County of Douglas and State of Kansas of the first part, and Jay Bennett of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and twenty 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 No thirty (30) in the town of Vinland in Douglas County, State of Kansas

with all the appurtenances, and all the estate, title and interest, of the said parties of the first part therein. And the said C. C. Roberts and Lucie Roberts his wife 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 state of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and twenty Dollars according to the terms of one certain promissory note this day executed and delivered by the said C. C. Roberts and Lucie Roberts to the said party of the second part: and note to draw interest at ten percent per annum after maturity

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 provided 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 C. C. Roberts and wife, or their heirs and assigns.

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

Signed and delivered in presence of

N. E. Benson

C. C. Roberts

(SEAL.)

Lucie Roberts

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 13th day of September, A. D. 1892, before me N. E. Benson, a Notary Public in and for said County and State, came C. C. Roberts and Lucie Roberts his wife

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 Jan'y 18th 1895 N. E. Benson

Notary Public.

Recorded Sept 13 A. D. 1892, at 3²⁰ o'clock P. M.

James Brooks

Register of Deeds

The following is indorsed on the original instrument
The note herein described having been paid in full. This mortgage
is hereby released and the lien thereby created discharged
On witness my hand this twentieth day of February A.D. 1894
Jay Bennett
By H. L. Clark his agent

attd
Colla Bantay
Recorder February 17th 1894

