

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this Ninth day of November in the year of our Lord one thousand eight hundred and ninety two between David H. Anderson and Mary Anderson his wife of Barthage in the County of Jasper and State of Missouri of the first part, and Diamond O. Benjamin of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Twenty five hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has 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: The South East quarter of section twenty (20) Township twelve (12) Range Eighteen (18) containing 160 Acres more or less.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said David H. Anderson and Mary his wife hereby covenant and agree that at the delivery hereof they 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

This grant is intended as a Mortgage to secure the payment of the sum of Twenty five hundred Dollars according to the terms of five certain promissory notes said David H. Anderson and Mary Anderson his wife this day executed and delivered by the 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 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 David H. Anderson his heirs and assigns.

In Witness Whereof, The said party s of the first part, have hereunto set their hands and seals the day and year first above written.  
Signed and delivered in presence of  
David H. Anderson (SEAL)  
Mary Anderson (SEAL)  
(SEAL)  
(SEAL)

STATE OF Missouri  
KANSAS } ss.  
Jasper County

Be it Remembered, That on this 30<sup>th</sup> day of November, A. D. 1892, before me J. J. Mealy Probate Clerk, a Notary Public in and for said County and State, came David H. Anderson and Mary Anderson 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 1893  
Recorded Dec 11 A. D. 1892, at 10 o'clock P. M.  
J. J. Mealy Probate Clerk in and for Jasper Co. Mo.  
James Brooks Register of Deeds

The following is indorsed on the original instrument  
The consideration of full payment of the within mortgage  
I hereby release the same this 9 day of November 1893-  
Diamond O. Benjamin

Recorded November 12th 1893-  
James Brooks  
Register of Deeds

The following is indorsed on the original instrument  
H. M. ... having been paid in full