

This Indenture, Made this Twenty eighth day of December in the year of our Lord one thousand eight hundred and ninety two between Joseph Holloway of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs. J. R. Benson of Nevada Mo. of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Nineteen and 50/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents doth 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 Lot No 25 in Block No 2 in 10th Lane Place in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Joseph Holloway doth hereby covenant and agree that at the delivery hereof is 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 Nineteen Dollars and fifty cts (19.50) according to the terms of One certain Promissory note this day executed and delivered by the said Joseph Holloway to the said party of the second part: Mrs. J. R. Benson

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 her 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 her 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 Mrs. J. R. Benson 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

J. M. Spencer
J. R. Benson

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 28th day of December, A. D. 1892, before me John M. Spencer, a Notary Public in and for said County and State, came Joseph Holloway a single man 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 - 15th 1896

Recorded Dec - 28 - A. D. 1892, at 7 o'clock P. M.

John M. Spencer

Notary Public.

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 title thereto created discharged.
As witness my hand this 9 day of August A.D. 1893
John M. Spencer
on Sept 10th 1893
Agent for collection

The following is indorsed on Original Instrument