

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 28<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and ninety three between Mary E. Benson & N. Y. Benson her husband of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and Nugh Blair of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and fifteen 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: Beginning forty four (44) rods East of the South West corner of the North West quarter (1/4) of the North West quarter (1/4) of Section twenty nine Township twelve Range twenty thence North twenty (20) rods; East fifteen (15) rods; South twenty (20) rods West fifteen (15) rods to place of beginning in Addition Eight (8) in that part of the City of Lawrence known as North Lawrence, Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said parties of the first part 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 estate of inheritance therein free and clear of all incumbrances save except a mortgage of \$1000<sup>00</sup> held by the Safe Safe Deposits Trust Company which all interest thereon are fully paid

This grant is intended as a Mortgage to secure the payment of the sum of One hundred & fifteen Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said parties of the first part to the said party of the second part: payable six months after date to order of party of second part with interest at 7% from date

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 parties of the first part their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year first above written.  
Signed and delivered in presence of  
Jennie Matt  
Mary E. Benson (SEAL.)  
N. Y. Benson (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 28<sup>th</sup> day of January, A. D. 1893, before me James M. Hendry a Notary Public in and for said County and State, came Mary E. Benson & N. Y. Benson her husband 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 Aug 1<sup>st</sup> 1893  
Recorded Feb 3 A. D. 1893, at 4 o'clock P.-M.  
James M. Hendry Notary Public.  
James Brooks Register of Deeds.

*The following is endorsed on the original instrument  
The note herein described, having been paid in full, this mortgage is hereby released, and the same thereby created discharged  
As witness my hand, this 6<sup>th</sup> day of June A.D. 1893  
Jennie Matt  
Recorded June 6<sup>th</sup> 1893  
James Brooks*

