

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 25th day of July in the year of our Lord one thousand eight hundred and ninety three between Nerry E. Benson of Lawrence in the County of Douglas and State of Kansas of the first part, and Fitch Reed of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Six Hundred 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 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: and city of Lawrence, The South 1/2 of lot Number Twenty five Vermont Street

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Nerry E. Benson doth hereby covenant and agree that at the delivery hereof he 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

Six Hundred Dollars according to the terms of a certain promissory note this day executed and delivered by the said Nerry E. Benson to the said party of the second part: running two years from the date hereof, and bearing interest at the rate of seven per cent per annum. his heirs & assigns

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 Nerry E. Benson his 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

Nerry E. Benson

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas

SS.

Be it Remembered, That on this 25th day of July, A. D. 1893, before me D. I. Hoadley, Notary Public in and for said County and State, came Nerry E. Benson

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 March 15 1896.

Recorded July 29 A. D. 1893, at 6 o'clock A. M.

D. I. Hoadley

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 here hereby created discharged
As Witness my hand this 29th day of June A. D. 1899.

John Reed

Marshal, Henry Executors of the estate of Fitch Reed dec.

W. H. Newman Register of Deeds

Recorded June 29th 1899.

