

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this first day of March in the year of our Lord one thousand eight hundred and ninety four between D. O. Benjamin (widower) of Lawrence in the County of Douglas and State of Kansas of the first part, and Susan J. Seal of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Six Hundred and eight DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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: Lots number Eighty (80) Eighty two (82) Eighty four (84) Eighty six (86) and South half (1/2) of Lot Seventy eight (78) Mississippi Street and Lots number Eighty One (81) Eighty three (83) Eighty five (85) and South One fifth (1/5) of Lot Seventy nine Indiana Street in Block number Eighteen (18) in West Lawrence Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof here 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 and eight Dollars according to the terms of One certain promissory note this day executed and delivered by the said D. O. Benjamin to the said party of the second part: payable on or before November 15<sup>th</sup> 1894 with interest at the rate of seven (7) per cent per annum at the Lawrence Nat Bank of Lawrence Kansas

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 D. O. Benjamin, 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

D. O. Benjamin (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 9<sup>th</sup> day of March, A. D. 1894, before me Alfred Whitman, a Notary Public in and for said County and State, came D. O. Benjamin - widower 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 Jan'y 17 1895Recorded March 9<sup>th</sup> A. D. 1894, at 1<sup>30</sup> o'clock P. M.

Alfred Whitman  
Notary Public.

James Brooks  
Register of Deeds.

The following is indorsed on the original instrument  
\$625.75 Leadville Colo Nov 17<sup>th</sup> 1894 Received of D. O. Benjamin  
the within named mortgage of the sum of six hundred & eighty five  
and 75/100 Dollars in full satisfaction of the within mortgage  
Susan J. Seal

Recorded November 20<sup>th</sup> 1894  
James Brooks  
Register of Deeds

