

The following is endorsed on original instrument

The note secured to be paid by the within Mortgage having been paid in full the register of deeds of Douglas County, Kansas is authorized to discharge the same of record

Henry C. Benson
Justice

Recorded Dec 15, 1894 at 3:11 o'clock P.M. James Brooks Register of Deeds
J. W. Connelley
J. W. Connelley

This Indenture made this fifth day of June in the year of our Lord one thousand eight hundred and ninety three between J. N. Van Hoesen and Rilla B. Van Hoesen his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Henry C. Benson Trustee of the second part.

Witnesseth that the said parties of the first part in consideration of the sum of Twelve hundred - (\$1200.00) 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: Lots in Block number twenty (20) (West) Lawrence Douglas County Kansas viz. No thirty-one (31) thirty-three (33) thirty-five (35) thirty-seven (37) and thirty-nine (39) on Elliott Street. Also lot No eighty-nine (89) on Illinois St. and lot No ninety (90) on Alabama St. with the appurtenances and all the estate title and interest of the said parties 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 and that they will warrant and defend the same against all claims whatsoever.

This grant is intended as a Mortgage to secure the payment of the sum of Twelve hundred (\$1200) Dollars due and payable in or before five years from date thereof with interest thereon from date at five per cent per annum according to the terms of one certain promissory note this day executed and delivered by said J. N. Van Hoesen to the said party of the second part; and this conveyance shall be void in such payment be made as in said note and in this instrument specified.

And the said parties of the first part hereby agree to pay the taxes and assessments levied and assessed against said premises before any costs or penalties shall accrue thereon in default whereof said party of the second part may pay such taxes and any penalties and costs which may have accrued thereon at the expense of said first parties and such taxes penalties & costs shall from the date of payment be an additional lien under this mortgage on said above described premises and shall bear interest at the rate of eight percent per annum. But if default be made in the payment of said note or any part thereof or any interest thereon or if the taxes are not paid then this conveyance shall become absolute and the whole amount specified in said note and the interest thereon and all taxes paid by said second party or his