

This Indenture, Made this Twenty Third day of June in the year of our Lord one thousand eight hundred and ninety Six between Elizabeth Davis and J. W. Davis, her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Guy Bennett of the second part,

**Witnesseth**, That the said part 1st of the first part in consideration of the sum of One Hundred and fifty DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha all sold and by these presents do grant, bargain, sell and mortgage to the said part y 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: The North half (1/2) of the South East quarter (1/4) of Section twenty six (26) in Township (13) Thirteen Range nineteen (19) East, containing Eighty (80) Acres more or less according to Government survey

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Elizabeth Davis and J. W. Davis do hereby covenant and agree that at the delivery hereof they are the lawful owner s of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances Excepting a Mortgage of five hundred Dollars to Guy Bennett

This grant is intended as a Mortgage to secure the payment of the sum of One hundred & Fifty Dollars according to the terms of One certain promissory note this day executed and delivered by the said Elizabeth Davis and J. W. Davis to the said part y of the second part:

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 part y 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 part of the second part 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 for making such sales, and the overplus, if any there be, shall be paid by the part y making such sale on demand to the said Elizabeth Davis, her heirs and assigns.

**In Witness Whereof**, The said part 1st of the first part, ha hereunto set their hands and seal the day and year first above written.

Sealed  
Signed and delivered in presence of

S. H. Sheldon

Elizabeth Davis (SEAL.)

J. W. Davis (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

**Be it Remembered**, That on this 23<sup>d</sup> day of June, A. D. 1896, before me, S. H. Sheldon, a Notary Public in and for said County and State, came Elizabeth Davis and J. W. Davis, her husband to me personally known to be the same person s 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 Mar-25<sup>th</sup> 1899. S. H. Sheldon  
Recorded June-23 A. D. 1896 at 2<sup>30</sup> o'clock P.M. Notary Public.

James Brooks  
Register of Deeds.

(This Indenture is endorsed on the original instrument.)

The note herein described having been paid in full, the mortgage is hereby released and the same is hereby created discharged. As witness my hand this first day of August, A. D. 1896.

Guy Bennett  
Attorney in fact

Recorded Oct 17<sup>th</sup> 1896

Floyd L. Lawrence  
Register of Deeds