

This Indenture, Made this Third day of September in the year of our Lord one thousand eight hundred and ninety six between Ellen A. Parvey, an unmarried woman 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 party of the first part in consideration of the sum of One hundred and Sixty two & 50/100 DOLLARS, to her 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 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: Begin Twenty rods North of the South west corner of North East quarter (1/4) of Section Nineteen (19) Township Twelve (12) Range Twenty (20) Thence East eighty (80) rods, Thence North Eighty (80) rods Thence West Eighty (80) rods, thence South Fifteen (15) rods to place of beginning, containing seven and One-half acres.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Ellen A. Parvey does hereby covenant and agree that at the delivery hereof she 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 Excepting a mortgage to one "Hoyt".

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and Sixty two & 50/100 Dollars according to the terms of One certain promissory Note this day executed and delivered by the said Ellen A. Parvey to the said party of the second part: Guy Bennett

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 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 party making such sale on demand to the said Ellen A. Parvey, her heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set her hand and seal the day and year first above written.
Signed and sealed
N. S. Clarke
STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 3 day of September, A. D. 1896, before me, A. A. Hooper, a Notary Public in and for said County and State, came Ellen A. Parvey 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 24, 1897 A. A. Hooper Notary Public.
Recorded Sept 3 A. D. 1896, at 11 o'clock P.M.
James Brooks Register of Deeds.

The following is enclosed on Original Indentment
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
As Witness my hand this thirtieth day of December A. D. 1897.
Guy Bennett
By H. L. Moore, his Attorney at Law
N. S. Clarke
Recorded Dec 30, 1897
By Fred Brooks, Deputy Register of Deeds