

This Indenture, Made this Thirtieth day of July in the year of our Lord one thousand eight hundred and ninety seven between G. I. Benson and Hulda C. Benson his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and J. A. Benson of Nevada Mo. of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Six hundred and fifty (650) 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: Six hundred and sixteen (116) Ohio Street in the City of Lawrence, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said G. I. Benson and Hulda C. his wife 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

This grant is intended as a Mortgage to secure the payment of the sum of Six hundred and fifty dollars to them in hand paid according to the terms of 17 certain Promissory Note this day executed and delivered by the said G. I. Benson and wife to the said party of the second part: Five of said notes each for fifty four $\frac{1}{100}$ each and three for fifty four and $\frac{1}{100}$ each footing up six hundred and fifty dollars, payable within six years from date

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 therefor, 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 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 G. I. Benson and Hulda his or their heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

J. M. Spencer

G. I. Benson

Hulda C. Benson

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 31 day of July, A. D. 1897, before me, John M. Spencer, a Notary Public in and for said County and State, came G. I. Benson and Hulda C. Benson his wife 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 Sept 15 1900

Recorded July 31 A. D. 1897, at 11 o'clock A-M.

John M. Spencer
Notary Public.
James Brooks
Register of Deeds.

*The following is endorsed on the original instrument:
The note here described having been paid in full, this mortgage is hereby released,
and the lien thereby created discharged. As witness my hand, this 27 day of
May A.D. 1900.*

J. A. Benson

*Recorded May 29, 1900 -
J. H. Johnson, Register of Deeds - By Billie B. Johnson, Deputy.*

(S.S.)