

This Indenture, Made this 20th day of September in the year of our Lord one thousand eight hundred and ninety seven between R. A. French and Rebecca E. French 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 Five hundred Dollars to them hereunto duly paid DOLLARS, to them hereunto duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said part 2nd 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 east half (1/2) of the west one third (1/3) of South forty (40) acres of the South East quarter of section Twenty nine (29) Township Twelve (12) Range Twenty (20); Also begin at a point on the boundary of section thirty two (32) Township Twelve (12) Range Twenty (20) East of the L.P.M. twenty six (26) chains (24 1/2) West of the North East corner of said section; Thence West two (2) chains to a stake in the bank of the Kansas River; Thence to the North West of said six (6) in said section; thence South 64 degrees East sixty four (64) chains; thence South 64 degrees forty five feet East four (4) chains; thence North Eight (8) chains to beginning with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said R. A. French & Rebecca E. French 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.

This grant is intended as a Mortgage to secure the payment of the sum of Five hundred dollars & interest thereon being given as additional security to the mortgage given hereunto to secure note herein described to-wit: according to the terms of One certain promissory note dated September 1897 this day executed and delivered by the said R. A. French & Rebecca E. French to the said party 2nd of the second part: In consideration of this mortgage said note is hereby extended to June 1st 1898 for payment; In case of foreclosure the property described in the mortgage securing said note being some date said note is to be first sold to satisfy said note; the property herein described to be sold only to pay any deficiency on such sale; 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 2nd 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 2nd 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 2nd making such sale on demand to the said R. A. French & Rebecca E. French, their heirs and assigns.

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

Signed and delivered in presence of

R. A. French (SEAL.)

Rebecca E. French (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 20th day of September, A. D. 1897, before me, James Brooks, a Notary Public in and for said County and State, came R. A. French and Rebecca E. French, his wife 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 November 1st 1897

Recorded Sept 20 A. D. 1897, at 4 o'clock P.M.

Notary Public.

Register of Deeds.

(In Lawrence See Book 44 p 292)

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