

This Indenture, Made this 23<sup>d</sup> day of December in the year of our Lord one thousand eight hundred and ninety seven between Elizabeth J. Benjamin and Nathaniel Benjamin her husband of Douglas in the County of Douglas and State of Kansas of the first part, and William J. Sinclair of Lawrence, Kansas of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Eight hundred 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: The West half of the of the North West quarter of Section No. Three (3) in Township No. Thirteen (13) South of Range No. Eighteen (18) East of 6th E. M., containing Eighty (80) Acres of land, more or less, and being the homestead of the said parties of the first part

with all the appurtenances, and all the estate, title and interest of the said party 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 in the quiet and peaceable possession of said second party, his heirs and assigns forever, against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Eight hundred Dollars according to the terms of One certain mortgage note this day executed and delivered by the said party of the first part Elizabeth J. Benjamin to the said party of the second part: due in periodic payments with interest from date to maturity or default as evidenced by coupons attached to said note, and interest after maturity at rate of ten percent per annum until fully paid in cash or by sheriff's deed to said property together with possession thereof. 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 party of the first part, Elizabeth J. Benjamin, her heirs and assigns.

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

Signed and delivered in presence of

Elizabeth J. Benjamin (SEAL.)  
Nathaniel Benjamin (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 23<sup>d</sup> day of December, A. D. 1897, before me, L. A. Wight, a Notary Public in and for said County and State, came Elizabeth J. Benjamin and Nathaniel Benjamin her husband to me personally known to be the same persons 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 Nov. 20, 1899 L. A. Wight Notary Public.  
Recorded Dec-23 A. D. 1897, at 5<sup>30</sup> o'clock P.M.

James Brooks  
Register of Deeds.

Assigned see Book 33 Page 169

Released see Book 39 Page 303

Released see Book 39 Page 303

*(Signature)*