

This Indenture, Made this 15<sup>th</sup> day of February in the year of our Lord one thousand eight hundred and ninety nine between N. E. Penchard and Mary E. Penchard his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and J. A. Benson of Nevada, Missouri of the second part,

Witnesseth, That the said part 1<sup>st</sup> of the first part in consideration of the sum of Ten hundred (1000<sup>00</sup>) 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 part 2<sup>d</sup> 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 Lot No One Hundred (100) on Connecticut Street in the City of Lawrence, according to the original Plat of said City.

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said N. E. Penchard and Mary E. Penchard 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 One Thousand Dollars (1000<sup>00</sup>)

according to the terms of Ten certain Securition Notes this day executed and delivered by the said N. E. Penchard and Mary E. Penchard to the said part 2<sup>d</sup> of the second part: J. A. Benson, Ten notes of Fifty Dollars each to be paid one every six months with interest on the whole, semi-annually

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 2<sup>d</sup> 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 2<sup>d</sup> 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 2<sup>d</sup> making such sale on demand to the said N. E. Penchard and Mary E. Penchard, their heirs and assigns.

In Witness Whereof, The said part 1<sup>st</sup> of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Mary E. Penchard (SEAL.)  
N. E. Penchard (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } ss.

Be it Remembered, That on this 16<sup>th</sup> day of February, A. D. 1899, before me, John M. Spencer, a Notary Public in and for said county and State, came Mary E. Penchard and N. E. Penchard, her husband 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 Sept. 15<sup>th</sup> 1900  
Recorded Feb. 17<sup>th</sup> A. D. 1899, at 4<sup>08</sup> o'clock P. M.

John M. Spencer Notary Public.  
H. B. Foxman Register of Deeds.

The following is endorsed on the original instrument—  
Received of N. E. Penchard and Mary E. Penchard the sum of One Thousand and 00/100 Dollars, in full satisfaction of the within mortgage—  
J. A. Benson

Recorded Aug. 16-1901  
By H. B. Foxman Deputy  
Register of Deeds