

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Fifteenth day of February in the year of our Lord one thousand eight hundred and ninety nine between G. S. Benson, and Aulda Ch. Benson 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 parties of the first part in consideration of the sum of Eleven Hundred Eighty Seven and 50/100 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 Lot One Hundred and Sixteen (116) Ohio Street in the City of Lawrence,

Old Stamp  
20¢

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said G. S. Benson and Aulda Ch. Benson 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 Eleven Hundred Eighty Seven Dollars and 50/100 according to the terms of ten certain Promissory Notes this day executed and delivered by the said G. S. Benson and Aulda Ch. Benson to the said party of the second part: J. A. Benson

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 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. S. Benson, and Aulda Ch. Benson their heirs and assigns.

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

Signed and delivered in presence of

G. S. Benson (SEAL.)  
Aulda Ch. Benson (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 G. S. Benson, and Aulda Ch. Benson, 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 Sept 10<sup>th</sup> 1900 John M. Spencer Notary Public.  
Recorded February 17<sup>th</sup> A. D. 1899, at 4<sup>00</sup> o'clock P.M.

W. D. Dorman  
Register of Deeds.

The foregoing is undervalued and original instrument  
The note herein described having been paid in full this Mortgage  
is hereby released and the debt hereby created discharged  
As Witness my hand this 16<sup>th</sup> day of May A.D. 1900.  
J. A. Benson  
Recorded May 24<sup>th</sup> 1900.  
W. D. Dorman Register of Deeds

