

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 12th day of April in the year of our Lord one thousand eight hundred and ninety nine between Catherine Benson and her husband Oliver P. Benson of Clinton Twp. in the County of Douglas and State of Kansas of the first part, and Elizabeth J. Benjamin of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of one 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 her 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: Commencing at the north east corner of the south east quarter of section Thirty-two (32) Township Thirteen (13) Range nineteen (19) thence running north one hundred and fifty (150) Rods, thence south sixteen (16) Rods, thence east one hundred and fifty (150) Rods, thence north sixteen (16) Rods to the place of beginning. Being in all fifteen (15) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties 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 owner 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 hundred dollars

according to the terms of one certain Promissory Note this day executed and delivered by the said Parties of the first part to the said party of the second part: Payable in three 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 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 Parties of the first part their 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

Catherine Benson (SEAL.)

O. P. Benson (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 12th day of April, A. D. 1897, before me, James Brooks, a Notary Public in and for said county and State, came Catherine Benson and her husband Oliver P. Benson 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 Nov. 4th 1901

Recorded April 12th A. D. 1897, at 4⁴² o'clock P. M.

James Brooks
Notary Public.

W. J. Bowman
Register of Deeds.

For assignment of Book 35- Page 501 (Released Dec 1906 Book 39 Page 17)

