

## MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM, Gazette Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

ord nineteen  
by J. Parsons  
cc \_\_\_\_\_ in the County of

\_\_\_\_\_ of the second part:  
consideration of the sum of  
\_\_\_\_\_ DOLLARS,  
ent, bargain, sell and mortgage  
ed in the County of Douglas,

of Addition  
Section 29 in  
Lawrence known  
to the buildings  
of their insur-  
mortgage claus  
may appear, and  
so doing add

and the said \_\_\_\_\_  
 hereby covenant and agree that  
 of a good and indefeasible

cure the payment of the sum of

said part <sup>4</sup> of the second part  
re on according  
attached

the first part thereof

the day and year first above

\_\_\_\_\_ [SEAL]  
 \_\_\_\_\_ [SEAL]  
 \_\_\_\_\_ [SEAL]

— A. D. 1912, before me  
for said County and State, came  
her husband

personally known to be the same  
of the same.

Miss Hall

clock 9 M.

reuck Register of Deeds.

\_\_\_\_\_*Deputy.*

This Indenture, Made this 10<sup>th</sup> day of March in the year of our Lord 1917  
hundred & 17<sup>th</sup>, between Ela M Benham and Minnie  
Benham, his wife of Garnett in the County of  
Anderson and State of Kansas, of the first part, and  
James A Gander of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of Five hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have u sold, and by these presents do—grant, bargain, sell and mortgage to the said part 4 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:—

Beginning 10 rods south of the N.E. Corner of the South 10 acres of the north 25 acres of that  
rt. of Baldwin City vacated South of Jersey st., & west of 10th st., in Sec. 4 Twp. 15 R. 20  
Th. W. 80 R. more or less to west line of said 10 A; th. S. 10 rods more or less to S.W. cor-  
ner of said 10a; th. E. 36 R. more or less to West line of Septic Tank site, th. N. 8 R. Th.  
E. 16 R. th. S. 7. 2 1/2 ft. th. E. 28 R. to East line of Said 10A; th. N. 9 R. 2 1/2 ft; to place  
of beginning containing four acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part <sup>less</sup> of the first part therein. And the said Ira M. Benham and Mennie Benham do hereby covenant and agree that at the delivery hereof they are the lawful owner <sup>s</sup> 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

according to the terms of three certain notes this day executed

and delivered by the said Ira M. Benham and Minnie Benham to the said part 9 of the second part  
\$100.00 due in 6 mos. \$200.00 due in two years and \$200.00  
due in three years with 7% interest payable 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 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; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said Frederick M. Wenham, his heirs and assigns.

IN WITNESS WHEREOF, The said part de of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in presence of  
H. H. Dewey

Ira M. Benham [SEAL]  
Mrs Minnie Benham [SEAL]  
 \_\_\_\_\_ [SEAL]

## STATE OF KANSAS.

STATE OF KANSAS,  
Anderson County } ss

BE IT REMEMBERED, That on this 8<sup>th</sup> 27<sup>th</sup> day of March A. D. 1912, before me,

56 Division a Notary Public in and for said County and State, came  
Ira M. Benham and Mrs. Mennie  
Benham, 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 subscribed my name and affixed my official seal on the day and  
year last above written.

My Commission Expires Nov 17th 1912

E. C. Simon  
Notary Public.

Filed for Record the 6 day of April A. D. 1912, at 2<sup>35</sup> o'clock PM

il A. D. 1912, at 2<sup>34</sup> o'clock P. M.  
 Floyd L. Lawrence Register of Deeds

Deputy

[illegible]

occurred Feb'y 14 1916  
Frederick L. Lawrence  
Gov. C. North Spokane  
Department of Deaf.

(For Assignment See Book 51, Page 265)