

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and forty two ³⁰/₁₀₀ 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: The East half (1/2) of the South East quarter (1/4) of the North West quarter (1/4) of Section Eight (8) in Town Twelve (12) Range Nineteen (19) excepting One (1) acre in South East corner of said tract of land occupied as a school house site and containing Nineteen (19) acres more or less

with all the appurtenances, and all the estate, title and interest of the said part and of the first part therein. And the said Laurel Brancard and David Brancard do hereby covenant and agree that at the delivery hereof they 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 and forty five and no/100 Dollars
according to the terms of one certain promissory note this day executed and delivered by the
said Russell Spence and Rev. A. Spence to the said party of the second part:
and deposited on or before Dec. 15th 1877 at the Merchants National Bank of Lawrence
Kan.

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 of making such sales, and the overplus, if any there be, shall be paid by the party g making such sale on demand to the said parties or the person or persons heirs and assigns.

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

Signed and delivered in presence of

Levil A. Davis (SEAL.)

Laura A. Roome..... (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS.

County of Douglas

Be it Remembered, That on this 17 day of December, A. D. 1882, before me,
L. A. Hile, a Notary Public in and for said County and
State, came Levi A. Doane and Laura A. Doane his wife
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 June 17 1890

L. L. Steele

Recorded Dec. 18 A. D. 1887, at 2⁴⁰ o'clock 9-M

Notary Public

James Brooks
Register of Deeds

In consideration of full payment of the within mortgage I hereby release the same this 9th day of Nov. 1913.

Witness My hand and seal of said

Received 704. 29th 1901
 2nd Supreme Justice of Peace
 93rd Ellis St. Stamford, Conn.
 [For assignment Dec 29, 1901] [Assigned Dec 31, 1901]
 [For assignment Dec 29, 1901] [Assigned Dec 31, 1901]
 [For assignment Dec 29, 1901] [Assigned Dec 31, 1901]