

MORTGAGE RECORD

P. P. FORT, DEPT. 1800, MARSHALLTOWN, LAWRENCE, KANS.

This Indenture, Made this second day of May in the year of our Lord one thousand eight hundred and eighty nine between John L. Spera and Lydia Spera his wife and wife both of the Township of Palmyra in the County of Douglas and State of Kansas of the first part, and Hugh Blair of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of seven hundred and fifty 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 West half of the North West quarter and the South Fifty eight and 2/3 acres (58 2/3) of the East half of said North West quarter of Section number Nineteen in Township Fourteen (14) of Range Twenty (20) in said County & State containing in all by admeasurement One hundred and twenty nine and 2/3 (129 2/3) acres or the same 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 owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances save and except a loan of 500 @ 5 per cent made in March 1888 through Edward Russell and due in 5 years from 1st April 1888

This grant is intended as a Mortgage to secure the payment of the sum of seven hundred and fifty dollars

according to the terms of Five certain Promissory notes this day executed and delivered by the said Parties of the first part and Ed. Spera to the said party of the second part: Said 1st April 1888 payable 500 Notes twelve months and 500 Notes two years from date at Merchants National Bank Lawrence Kansas with interest at ten percent per annum 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 party of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, of 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 making such sale on demand to the said party of the first part. It is understood and agreed that if at any time proceedings are taken to foreclose and assign for the benefit of the mortgagee on said property mentioned herein, then this mortgage shall become absolute and payable as well as the notes hereby declared.

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

Signed and delivered in presence of

Bruce Hobbs

Jennie Watt

Parties of first part and explained to said parties

STATE OF KANSAS.

County of Douglas } ss.

John L. Spera (SEAL.)

Lydia Spera (SEAL.)

(SEAL.)

(SEAL.)

Be it Remembered, That on this 3rd day of May, A. D. 1889, before me, D. H. Alford, a Notary Public in and for said County and State, came John L. Spera and Lydia Spera 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 April 9 - 1893. D. H. Alford Notary Public.

Recorded May 3 A. D. 1889, at 4 o'clock P. M.

John Brooks Reg. Sec. of Deeds.

This instrument is authorized as original on original of the mortgage, which is hereby released, and this instrument is hereby given in full discharge of the mortgage, and this day of April 1889 at Lawrence, Mo. Hugh Blair By McCamean & Co. Recorded April 5, 1892 at 5:30 p.m. James Brooks Register of Deeds.