

## MORTGAGE RECORD

This Indenture, Made this 15 day of July in the year of our Lord one thousand eight hundred and eighty nine between Oliver D. Spencer and Sylvia J. Spencer of Big Springs in the County of Douglas and State of Kansas of the first part, and John M. Adler of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four 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 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 South West quarter of Section No. 11 in Township 12 North Range 10 West 1st Meridian, East of the 6th M. excepting about 7 1/2 acres in the South West quarter thereof, sold to Sarah C. Page and recorded in Deed book 46 p. 442. Said first party reserves the privilege of paying said sum at any interest payment after one year

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Oliver D. Spencer do hereby covenant and agree that at the delivery hereof he is 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

Four Hundred according to the terms of one certain note or bond this day executed and delivered by the said Oliver D. Spencer and Sylvia J. Spencer to the said party of the second part: Payable in three years after date with interest at 7% payable 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 Oliver D. Spencer his heirs and assigns.

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

Signed and delivered in presence of

Oliver D. Spencer (SEAL.)

Sylvia J. Spencer (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 15 day of July, A. D. 1889, before me, Justice of the Peace a Notary Public in and for said County and State, came Oliver D. Spencer and Sylvia J. Spencer 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 18

Recorded July 16 A. D. 1889, at 3 o'clock P. M. Justice of the Peace

Thomas J. Custard  
Notary Public  
James Brooks  
Reg. Sec. of Deeds