

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Third day of February in the year of our Lord one thousand eight hundred and ninety two between Daniel S. Spencer (unmarried) of Lawrence in the County of Douglas and State of Kansas of the first part, and E. J. Parker of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Four Thousand DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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 North half of the No. fifty eight (58) on Massachusetts Street Lawrence Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Daniel S. Spencer do hereby covenant and agree, at the delivery hereof to be 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 Thousand Dollars according to the terms of One certain Note & ten Coupons this day executed and delivered by the said Daniel S. Spencer to the said party of the second part: his heirs or assigns

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 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 Daniel S. Spencer heirs and assigns

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

John M. Newlin

Daniel S. Spencer

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 11 day of Feb, A. D. 1892, before me, a Notary Public in and for said County and State, came Daniel S. Spencer

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 April 25 1895

John M. Newlin

Notary Public.

Recorded Feb 12 A. D. 1892, at 9 o'clock A-M.

James Brooks

Register of Deeds

The following is a true and correct copy of the original instrument
\$4000.00
Sept 27th 1898.
Received of Daniel S. Spencer the within amount of money
the sum of Four Thousand and - Dollars in full satisfaction
of the within Mortgage
E. J. Parker.

Recorded Oct 14 1898

Recorded Oct 14 1898