

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this First day of June in the year of our Lord one thousand eight hundred and ninety two between Daniel H. Spencer unmarried of Lawrence in the County of Douglas and State of Kansas of the first part, and Frank H. Blaney of Boston Mass of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Five hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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: Lot One hundred and twenty eight (128) Ohio Street in Lawrence Douglas Co. 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 H. Spencer do hereby covenant and agree, 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 in Insurance Policy of Five hundred Dollars in favor of Mortgage to accompany this Mortgage.

This grant is intended as a Mortgage to secure the payment of the sum of Five hundred Dollars according to the terms of One certain Note and ten coupons this day executed and delivered by the said Daniel H. Spencer to the said party of the second part: high in 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 and 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 H. Spencer here and assigns.

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

Signed and delivered in presence of

John M. Newlin

Daniel H. Spencer

(SEAL.)  
(SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 1<sup>st</sup> day of June, A. D. 1892, before me John M. Newlin a Notary Public in and for said County and State, came Daniel H. 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 28 1893

John M. Newlin

Notary Public.

Recorded June 3 A. D. 1892, at 2 o'clock P. M.

James Brooks

Register of Deeds

The note herein described having been paid in full this mortgage is hereby released, and the same thereby created discharged. As witness my hand, this 11th day of May A. D. 1897.  
Attest: D. H. Blaney  
Commenced at the Massachusetts Suffolk, 55 May 11 1897, then personally appeared the above named Frank H. Blaney and acknowledged the foregoing instrument to be his free act and deed, before me.  
Received May 19, 1897  
Justice of the Peace

