

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
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 doe 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 Chicago Street 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 does 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 state 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: 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 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 his heirs 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 1st 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 1895 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 lien thereby created discharged. As witness my hand, this 1st day of May, A. D. 1897.
Frank H. Blaney
 Commenced at the office of Messrs. Chas. H. Blaney & Son, 55 May 11th 1897, then personally appeared the above named Frank H. Blaney and acknowledged the foregoing instrument to be his free act & deed, before me.
Receved May 19, 1897
Justice of the Peace

