

This Indenture, Made this Twenty Second day of October in the year of our Lord one thousand eight hundred and ninety five between Seth H. Pearson and Nancy C. Pearson (wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and May H. Spencer of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Eight 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 her 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 East half (1/2) of the South East quarter (1/4) of the South West quarter (1/4) of Section four (4) Township thirteen (13) Range twenty (20)

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Seth H. Pearson and Nancy C. Pearson 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 infeasible estate of inheritance therein free and clear of all incumbrances insured in favor of Mortgage in the sum of three hundred dollars

This grant is intended as a Mortgage to secure the payment of the sum of Eight hundred dollars according to the terms of One certain Note and six Coupons this day executed and delivered by the said Seth H. Pearson and Nancy C. Pearson to the said party of the second part: her 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 her 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 her 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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Seth H. Pearson his heirs and assigns.

In Witness Whereof, The said part 1st of the first part, ha hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Seth H. Pearson (SEAL.)
Nancy C. Pearson (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 24 day of October, A. D. 1895, before me, John M. Newlin, a Notary Public in and for said County and State, came Seth H. Pearson and Nancy C. Pearson

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 1899
Recorded Oct 24 A. D. 1895 at 12 o'clock P. M.

John M. Newlin Notary Public.
James Brooks Register of Deeds.

The following is endorsed on the original instrument:
The note herein described having been paid in full this mortgage is hereby released and the lien thereby created, discharged as it was my hand this 23rd day of Jan. A.D. 1909
May H. Spencer

Recorded Jan 25 1909
Hoyt L. Lawrence
Reg. of Deeds