

This Indenture, Made this sixth day of May in the year of our Lord one thousand eight hundred and ninety six between Isaac L. Hoover and Mary E. Hoover (wife) of Reynolds in the County of Douglas and State of Kansas of the first part, and Daniel H. Spencer of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One thousand 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 East half (1/2) of the South East Quarter (1/4) of Section No Nine (9) Township No Fourteen (14) Range Eighteen (18) East containing Eighty (80) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Isaac L. Hoover and Mary E. Hoover 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 indefensible 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 One thousand Dollars according to the terms of One certain Note this day executed and delivered by the said Isaac L. Hoover and Mary E. Hoover 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 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 Isaac L. Hoover 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 above written.

Signed and delivered in presence of

John M. Newlin

Isaac L. Hoover

(SEAL.)

Mary E. Hoover

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 7th day of May, A. D. 1896, before me, John M. Newlin, a Notary Public in and for said County and State, came Isaac L. Hoover and Mary E. Hoover

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 April 28 1899

Recorded May 7 A. D. 1896 at 7 o'clock P. M.

John M. Newlin

Notary Public.

James Brooks

Register of Deeds.

This release, was indicated on the original instrument. The note herein described having been paid in full, this Mortgage is hereby released, and its lien hereby erased and discharged. As Witness my hand this sixth day of May A.D. 1896
Daniel H. Spencer

Recorded May 6th 1896.

W. B. Norman
Register of Deeds

