

This Indenture, Made this First day of March in the year of our Lord one thousand eight hundred and ninety XX between L. M. Spray and Abbie Spray his wife of Linnwood in the County of Leawardsworth and State of Kansas of the first part, and Miss Ella Coltrane of Albuquerque, New Mexico of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Seventeen Hundred Thirty two 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: Beginning at a point 4 and 6/10 chains South of the South East corner of the North East Quarter of Section No Eleven (11) in Township No Twelve (12) South of Range No Nineteen (19) East of the 6th P.M. thence running west 40 chains, thence North 6 and 8/10 chains, thence East 1/2 and 3/10 chains, thence North 16 and 2/10 chains, thence East 76 and 2/10 chains, thence South 77 and 2/10 chains to place of beginning

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 indefeasible estate of inheritance therein free and clear of all incumbrances and that they will warrant and defend the same in the quiet and peaceable possession of second party her heirs and assigns forever against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Seventeen Hundred Thirty two Dollars according to the terms of an certain Mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: due in five years from date with interest after maturity or default at the rate of ten per cent per annum until fully paid, the interest from date to maturity being at the rate of seven per cent per annum. 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 parties of the first part, their heirs and assigns.

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

Signed and delivered in presence of
John M. Newlin L. M. Spray (SEAL)
Abbie Spray (SEAL)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 1st day of June, A. D. 1896, before me, John M. Newlin, a Notary Public in and for said County and State, came L. M. Spray and Abbie Spray 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 John M. Newlin
Recorded June 1 A. D. 1896 at 12 o'clock P. M. 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. Witness my hand, this 29th day of March A.D. 1901.
Attest: John M. Newlin, Notary Public for Douglas County, N. M.*

*Recorded May 16-1901-
L. M. Sprague
Register of Deeds-
734 City Bldg. Topeka*