

This Indenture, Made this seventh day of July in the year of our Lord one thousand eight hundred and ninety seven between Matilda Spencer and Selden B. Spencer, her husband, of Wakarusa Township of the first part, and J. W. Blair of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of One thousand (\$1000.00) 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 South fifty (50) acres of the East half of the North west quarter of Section number twenty four (24) in Township number twelve (12) of Range nine (9) in said County and State

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Matilda Spencer and Selden B. Spencer 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 of every nature and kind whatsoever

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 Trust Mortgage Note this day executed and delivered by the said parties of the first part to the said party of the second part: Payable five years after date with interest according to coupons thereto attached

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 therefor, 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 parties of the first part, their heirs and assigns. Privilege reserved to pay off this loan in full at end of three years and have this mortgage released

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

Signed and delivered in presence of

Hugh Blair

Matilda Spencer (SEAL.)

Selden B. Spencer (SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 7 day of July, A. D. 1897, before me, Hugh Blair, a Notary Public in and for said County and State, came Matilda Spencer and Selden B. Spencer, her husband 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 28 Decr 1897

Recorded July 7 A. D. 1897, at 15 o'clock P. M.

Notary Public.

James Brooks
Register of Deeds.

The following is endorsed on the original. 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 11th day of May A.D. 1900- Samuel A. Blair, Grantor of the mill and estate of J. W. Blair deceased.

Recorded May 11-1900- William Register of Deeds By Billie B. Sopeman- Deputy.

