

This Indenture, Made this 8<sup>th</sup> day of January in the year of our Lord one thousand eight hundred and ninety eight between John M. Spencer and Mary A. Spencer his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and John A. Benson of Nevada Vernon Co. Mo. of the second part,

Witnesseth, That the said part is of the first part in consideration of the sum of Eight Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and mortgage to the said part y 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 Eighteen (118) on Connecticut Street in the City of Lawrence being the Homestead of said parties of the first

with all the appurtenances, and all the estate, title and interest of the said part is 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 owner s 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 are the lawful owners of the premises above granted

This grant is intended as a Mortgage to secure the payment of the sum of Eight hundred dollars to them in hand paid by the said John A. Benson according to the terms of Sixteen certain promissory notes this day executed and delivered by the said John M. Spencer and Wife to the said part y of the second part: of fifty (50) dollars each and of even date herewith and numbered from one (1) to sixteen (16) respectively said first note to be paid four months after date and the balance following consecutively each three months until paid 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 part y 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 part y 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 part y making such sale on demand to the said John M. Spencer and Mary A. Spencer heirs and assigns.

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

Signed and delivered in presence of

John M. Spencer (SEAL.)  
Mary A. Spencer (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } SS.  
County of Douglas

Be it Remembered, That on this 17 day of January, A. D. 1898, before me, J. S. Steele, a Notary Public in and for said County and State, came John M. Spencer and Mary A. Spencer his wife to me personally known to be the same person s 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 June 18 1898

Recorded Jan 17<sup>th</sup> A. D. 1898, at 5<sup>10</sup> o'clock P. M.

J. S. Steele  
Notary Public.

J. B. Soperman  
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 hereby created discharged. Attest:  
my hand, this 7 day of Nov. A.D. 1901 - J. A. Benson

Recorded Nov. 9 - 1901 -  
J. A. Soperman,  
Register of Deeds,  
By Little B. Soperman,  
Deputy.