

This Indenture, Made this Eighth day of September in the year of our Lord one thousand eight hundred and ninety eight between Louisa E. Rayson and Thomas Rayson (husband and wife) of Tawornnee in the County of Douglas and State of Kansas of the first part, and D. H. Spencer of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Seven 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 2d 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: Fort Ninety Six (96) New York Street City of Tawornnee Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Louisa E. Rayson and Thomas Rayson 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.

This grant is intended as a Mortgage to secure the payment of the sum of Seven Hundred Dollars

according to the terms of One certain Note and Six Coupons this day executed and delivered by the said Louisa E. Rayson and Thomas Rayson to the said part 4 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 part 4 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 4 of the second part 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 4 making such sale on demand to the said Louisa E. Rayson heirs and assigns.

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

Signed and delivered in presence of

Louisa E. Rayson (SEAL.)
Thomas Rayson (SEAL.)
____ (SEAL.)
____ (SEAL.)

STATE OF KANSAS,
County of Douglas County } SS.

Be it Remembered, That on this 8th day of Sept. A. D. 1898, before me, John McKuslin, a Notary Public in and for said County and State, came Louisa E. Rayson and Thomas Rayson 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 September 9th A. D. 1898, at 3⁰⁰ o'clock P.M.

John McKuslin
Notary Public.
L. H. Newman
Register of Deeds.

The following is indexed on do original instrument
\$700.00
July 23, 1900.
Received of Louisa E. Rayson do within named Mortgage do sum
of Seven hundred Dollars in full satisfaction of do within Mortgage
D. H. Spencer.
Recorded July 24, 1900.
L. H. Newman Register of Deeds