

This Indenture, Made this 22nd day of September in the year of our Lord one thousand eight hundred and ninety eight between Selden P. Spencer and Matilda Spencer his wife of City of Lawrence in the County of Douglas and State of Kansas of the first part, and J. P. Usher of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of One Hundred and fifty 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 part 2^d 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: Block Number fifty two (52) fifty four (54) fifty six (56) fifty eight (58) and sixty (60) in Block Number thirty five (35) West Lawrence, said Lots being on Elliott Street in the City of Lawrence in said County and State

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Selden P. Spencer and wife 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 of every nature and kind whatsoever

This grant is intended as a Mortgage to secure the payment of the sum of One Hundred and fifty Dollars according to the terms of one certain Mortgage Note this day executed and delivered by the said Parties of the first part to the said part 2^d of the second part: Payable three years after date with interest semi-annually 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 part 2^d 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 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 2^d making such sale on demand to the said Parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

Hugh Blair

(Rev. Stamp
25[¢])

Selden P. Spencer (SEAL.)

Matilda Spencer (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 22nd day of September, A. D. 1898, before me, Hugh Blair, a Notary Public in and for said County and State, came Selden P. Spencer and Matilda 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 28th Decr 1901 Hugh Blair Notary Public.

Recorded Sept 27th A. D. 1898, at 2nd o'clock P. M.

W. D. S. S. S.
Register of Deeds.

The following is endorsed on the original instrument:
This note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged. Witness my hand this 25th day of September A.D. 1901.

Recorded Sept 30th 1901
W. D. S. S. S.
Register of Deeds
By Ella P. S. S. S.
Deputy