

The following is enclosed on the original instrument -  
 Know all men by these presents that Daniel H. Spencer of the County of Douglas, State of Kansas, for and in consideration of five hundred dollars to him in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, bargain, convey, and mortgage unto Mary H. Spencer and her heirs, the real estate conveyed, and the premises situate in the County of Douglas, State of Kansas, as follows: The north east 1/4 of the north east 1/4 of the north west 1/4 of section number one (1) in township number thirteen (13) South, of Range number nineteen (19) East of the 6<sup>th</sup> P.M. comprising ten acres (10).  
 My commission expires April 13 1903.  
 Recorded April 8 1903 - L. B. Spencer - Register of Deeds.

This Indenture, Made this First day of December in the year of our Lord one thousand eight hundred and ninety Two Hundred between Solomon S. Walton and Lillian P. Walton (wife) of Douglas 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 parties of the first part in consideration of the sum of Two Hundred 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 north east 1/4 of the north east 1/4 of the north west 1/4 of section number one (1) in township number thirteen (13) South, of Range number nineteen (19) East of the 6<sup>th</sup> P.M. comprising ten acres (10).

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Solomon S. Walton and Lillian P. Walton do hereby covenant and agree that at the delivery hereof they are the lawful owner 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 Two Hundred dollars

according to the terms of One certain Note and Six Coupons this day executed and delivered by the said Solomon S. Walton and Lillian P. Walton to the said party of the second part: his heirs or assigns -  
New stamped according to law.

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 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 of the second part his heirs and assigns.

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

Signed and delivered in presence of

Solomon S. Walton (SEAL.)

Lillian P. Walton (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,  
 County of Douglas } SS.

Be it Remembered, That on this 3<sup>rd</sup> day of December A. D. 1892, before me,

a Notary Public in and for said county and State, came Solomon S. Walton and Lillian P. Walton

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 13 1903 John M. Newlin  
 Notary Public.

Recorded Dec. 3 A. D. 1892, at 10 o'clock A.M.

L. B. Spencer  
 Register of Deeds.

The following is enclosed on the original instrument  
 Release. The Note herein described having been paid in full this Mortgage is hereby released and the lien thereby created is changed. As witness my hand this 27 day of Nov 27 1903  
 Attest John M. Newlin  
 Mary H. Spencer  
 Recorded Nov 27 1903.  
 W. O. Armstrong  
 Register of Deeds.