

MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. SAME DOWNSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this Eighteenth day of September in the year of our Lord, one thousand nine hundred and One, between Castle H. Spencer and Laura H. Spencer, his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and Elizabeth Baillie and Erast Baillie of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of thirteen hundred and eighty 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 parties of the second part their 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 half of the north-west quarter of section One (1) Township Thirteen (13) South of Range Nineteen (19) East of the 6th P.M. less the north east ten (10) acres of said quarter section seventy (70) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Castle H. Spencer do hereby covenant and agree that at the delivery hereof he is 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 thirteen hundred and eighty dollars according to the terms of one certain Note and two checks this day executed and delivered by the said Castle H. Spencer and Laura H. Spencer to the said parties of the second part their 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 parties of the second part their executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; 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 of making such sales, and the overplus, if any there be, shall be paid by the parties making such sale, on demand, to the said Castle H. Spencer, his heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Castle H. Spencer (SEAL)
Laura H. Spencer (SEAL)
(SEAL)

STATE OF KANSAS,
County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 28th day of September A. D. 1901, before me a Notary Public in and for said County and State, came

Castle H. Spencer and Laura H. Spencer

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 subscribed my name and allixed my official seal on the day and year last above written.

My Commission Expires April 15 1902

John M. Nowlin
Notary Public

Filed for Record the 28th day of Sept A. D. 1901, at 5¹⁰ o'clock P. M.

L. D. Foxman Register of Deeds

For Release - See Book 39 Page 504