

This Indenture made this eighth day of September in the year of our Lord one thousand eight hundred and eighty three between James Robert Spencer and Jennie Spencer his wife of Lawrence in the County of Douglas and State of Kansas of the first part and Joseph H. Goodspeed of the second part

Witnesseth That the said parties of the first part in consideration of the sum of Two hundred and seventy Five 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

Lot number one hundred and eighteen (118) in block number thirty eight (38) in that part of Lawrence known as West Lawrence and this day conveyed by John Hutchings wife by quit claim deed to said James Robert Spencer

with the appurtenances and all the estate title and interest of the said parties of the first part therein and the said James R. Spencer does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and seized of a good 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 and seventy five dollars and the interest thereon according to the terms of a certain promissory note this day executed and delivered by the said James Robert Spencer to the said party of the second part and this conveyance

shall be void if such payment 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 shall become due and payable and it shall be lawful for said party of the second part his executors administrators and assigns at any times 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 sale to retain the amount then due for principal and interest together with the costs and charges of making such sale and the overplus if any there be

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