

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON & CO., Printers, Binders and Blank Book Makers, Lawrence, Kan.

For Release to Book 63 Page 70

This Indenture, Made this twelfth day of November in the year of our Lord, Nineteen
hundred and three, between Sydney A. Spera and John A. Spera, her
husbands, of the Township of Calumet in the County of
Douglas and State of Kansas, of the first part, and
May Spera of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Three 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 party of the second part her 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 South Thirty (30) acres of the West forty (40) or more or less of the North West fractional quarter (1/4) of Section Nineteen (19) in Township Fourteen (14) of Range Twenty (20) south and except the right of way
dedicated Philip H. Hoshman, sixteen feet wide along the South side thereof

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said
Parties of the First Part do hereby covenant and agree that
at the delivery hereof they are the lawful owners of the premises, above granted, and seized of a good and inalienable
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
Three hundred and fifty Dollars
according to the terms of One certain Note this day executed
and delivered by the said Parties of the first part to the said party of the second part
Payable five years after date with interest at three per cent per annum
from date until paid

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 her 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 cost and charges of making such sale, and the overplus, if
any there be, shall be paid by the party of making such sale, on demand, to said Parties of the first part their
heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above
written.
Signed, Stated and Delivered in Presence of
W. Cristow [SEAL]
J. H. Price [SEAL]
Sydney A. Spera [SEAL]
John A. Spera [SEAL]

STATE OF KANSAS,
County of Douglas ss.
BE IT REMEMBERED, That on this 12th day of Nov A. D. 1903, before me
Hugh Blair a Notary Public in and for said County and State, came
John A. Spera one of the parties to the foregoing mortgage
person who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and
year last above written.
My Commission Expires 28th December 1905 Hugh Blair Notary Public.

State of Kansas, County of Douglas ss. Notary Public. Subscribed and sworn to before me this 12th day of November A.D. 1903 before me W. Cristow
a Notary Public in and for said County and State, and Sydney A. Spera and John A. Spera personally known to me for 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 affixed my official seal on the day
and year last above written.
My Commission Expires 28th December 1905
Recorded November 19th 1903 at 2nd Lock P.M.
By J. B. Loomis Deputy