

MORTGAGE RECORD NO. 58

This Indenture, Made this Sixth (6)<sup>th</sup> day of July in the year of our Lord nineteen hundred 20 between Ina S. Spencer and Daniel H. Spencer of Lawrence in the County of Douglas and State of Kansas, of the first part, and Mrs. Carrie E. Reed, Denver, Colorado, of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of Twenty Five Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have she sold, and by these presents do grant, bargain, sell and mortgage to the said part 2d 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:

Lot numbers (24) Twenty One, Block (13) Thirteen in Lane's Second Addition to the City of Lawrence, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Ina S. and Daniel H. Spencer, parties of the first part 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 Twenty Five Hundred Dollars according to the terms of one certain note this day executed and delivered by the said Ina S. and Daniel H. Spencer, parties of the first part to the said part 2d of the second part for Twenty Five Hundred Dollars, for 5 years at 7% interest per annum, interest payable semi-annually and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments 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 part 2d of the second part, Rev. 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 sales, and the overplus, if any there be, shall be paid by the part 2d making such sale, on demand, to said Ina S. and Daniel H. Spencer, or their 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 the presence of

Ina S. Spencer (SEAL.)  
Daniel H. Spencer (SEAL.)  
(SEAL.)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 12 day of July A. D. 1920, before me, John M. Newlin a Notary Public in and for said County and State, came Ina S. Spencer and Daniel H. Spencer

(L.S.)

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 affixed my office seal on the day and year last above written

My Commission Expires March 20 1923 John M. Newlin Notary Public.

Filed for Record the 12 day of July A. D. 1920, at 11<sup>45</sup> o'clock A. M.  
Estelle Northrup Register of Deeds  
Ferne Flora Deputy.

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.  
I witness my hand this 9th day of July A. D. 1923  
Carrie E. Reed

Recorded Aug. 28 - 1923  
J. E. McElman

PEOPLES STATE BANK