

MORTGAGE RECORD NO. 60

The following is endorsed on the original and the lien thereby created discharged.

Recorded 4 Dec 14 1926
Dora E. Wellman
Register of Deeds

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This Indenture, Made this 29 day of August in the year of our Lord nineteen hundred twenty one, between Edward H. Spencer and Ada B. Spencer, his wife of Baldwin in the County of Douglas and State of Kansas, of the first part, and The Board of Conference Claimants of the Kansas Annual Conference of the Methodist Episcopal Church of the second part: WITNESSETH That the said parties of the first part, in consideration of the sum of Four hundred 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, its successors, 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 Fifty (50) feet of the North One hundred (100) feet of Lots One hundred One (101), One hundred Two (102), One hundred Four (104) and One hundred Six (106) and The North One hundred (100) feet of Lots Twenty Eight (28) and One hundred (100) all situated on Chapel Street Baldwin City County and State aforesaid.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Edward H. Spencer and Ada B. Spencer 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 Four hundred fifty Dollars according to the terms of one certain note this day executed and delivered by the said Edward H. Spencer and Ada B. Spencer to the said party of the second part due in five years with 7% 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 party of the second part, its successors, 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 surplus, if any there be, shall be paid by the party making such sale, on demand, to said Edward H. Spencer and Ada B. Spencer, 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

Edward H. Spencer (SEAL)
Ada B. Spencer (SEAL)

STATE OF Kansas } ss.
Douglas County
BE IT REMEMBERED, That on this 29 day of August A. D. 1921, before me, H. M. Clark a Notary Public in and for said County and State, came Edward H. Spencer and Ada B. Spencer, his wife to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged execution of the same.

(L.S.)
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 May 15 1923 H. M. Clark Notary Public.

Filed for Record the 30 day of Aug A. D. 1921 at 3:05 o'clock P.M.
Estlin Northrup Register of Deeds
Ernest Ford Deputy.