

of the second part & wife to said party of the first part with the appurtenances and all the estate title and interest of the said party 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 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 eighty two Dollars and twenty five cents according to the terms of one promissory note made by said James Robert Spencer to said party of the second part for \$75.⁰⁰ dated Sept. 8th 1883 and according to the terms of a certain promissory note this day executed and delivered by the said parties of the first part for \$207.²⁵ 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 time 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 surplus if any there be shall be paid by the party making such sale on demand to the said parties of the first part heirs and assigns.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year last above written.

Signed Sealed and Delivered in Presence of }
Chas. Chadwick.

James Robert Spencer 
Jennie Spencer 

State of Kansas, Douglas County, ss.

Be it Remembered That on this eighth day of September A.D. 1884 before me a Notary Public in and for said County and State came James Robert Spencer & his