

conveyed by said grantees to said grantor and this mortgage being given to secure the balance of purchase money for the same and all the estate title and interest of the said grantor either in law or in equity of, in and to the said premises; Together with all the privileges and appurtenances to the same belonging and all the rent issues and profits thereof: To have and to hold the same to the only proper use of the said grantees their heirs and assigns forever. And the said O. D. Spencer for himself and for his heirs executors and administrators do hereby covenant with the said grantees their heirs and assigns that he is the true and lawful owner of the said premises and has full power to convey the same; that the title so conveyed is clear free and unincumbered: and further that he doth warrant and will defend the same against all claim or claims of all persons whomsoever.

Provided, Nevertheless, That if the said O. D. Spencer shall well and truly pay to the said Lewis M. Dayton and John W. Benson, Executors of Thomas Phillips dec'd the full amount of his five promissory notes of even date herewith, one for Two Hundred Dollars payable on or before one year after date and four for the sum of Three Hundred Dollars each payable respectively on or before two, three four and five years after date with seven per cent interest on all of said five notes from date until they are fully paid the said said notes being given for the balance of purchase money on the said premises then these presents shall be void.

In Witness Whereof the said O. D. Spencer has hereunto set his hand and seal this 27<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and eighty five.

Signed & Sealed in Presence of us:  
O. D. Spencer

O. D. Spencer 

The State of Kansas County of Douglas ss.

Be it Remembered That on the 13<sup>th</sup> day of June in the year of our Lord one thousand eight hundred and eighty five before me the subscriber a Notary Public in and for said County personally came O. D. Spencer the grantor in the foregoing Mortgage Deed and acknowledged the signing and sealing thereof to be his.