

35923 Book 94

MORTGAGE - Standard Form

(No. 32A)

F. J. Baylis, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

Made this 7th day of April
A. D. 1948 Between T. Russell Spencer and his wife, Maud Spencer

of Lecompton in the County of Douglas and State of Kansas
of the first part, and John W. Spencer

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Three Thousand and no/100----- 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 part 2nd of the second part his 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 East One Half of the North East Quarter of Section Thirty One
(31), Township Twelve (12), Range Eighteen (18).

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 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 Three Thousand and no/100-----
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 part 2nd of the second part

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 2nd 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; 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 overplus, if any there be, shall be paid
by the part 1st making such sale, on demand, to said party of the first part, his

heirs and assigns

In Witness Whereof, The said part 1st of the first part has hereunto set their
hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

T. Russell Spencer (SEAL)
Maud Spencer (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County

ss.

Be It Remembered, That on this 7th day of April A. D. 1948

before me, the undersigned, a Notary Public
in and for said County and State, came T. Russell Spencer and his
wife, Maud Spencer

to me personally known to be the same person who executed the foregoing instrument of
writing, 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 December 31, 1948

Notary Public

This release
was written
on the original
mortgage

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Recorded April 7, 1948 at 1:05 P.M.

RELEASE

The note herein described, having been paid in full, this mortgage is hereby released, and the lien thereby
created, discharged. As witness my hand, this 20th day of July, 1948.

Notary Public
Sole and only heirs under the will of John W. Spencer, deceased.