

This Indenture Made this Second day of January in the year of our Lord one thousand eight hundred and eighty two between Thomas R Miller and Mary A. Miller his wife of the Township of Oudera in the County of Douglas and State of Kansas of the first part "nd" Sarah A Gilman of the second part

Witnesseth, That the said parties of the first part in consideration of the sum of Five Hundred and 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 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, The East half $\frac{1}{2}$, of the North West quarter of Section number thirty six (36) in Township number Thirteen (13) South of Range number Twenty (20), East $\frac{1}{2}$ containing Eighty 80, acres.

with the appurtenances of all the estate title and interest of the said parties of the first part therein And the said Thomas R Miller and Mary A Miller 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 Five Hundred and fifty Dollars in three years after date hereof with interest at the rate of 9 per cent per annum payable semiannually according to the terms of one certain promissory note this day executed and delivered by the said Thomas R Miller and Mary A Miller his wife 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 her 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 her executors administrators or assigns and out of all the money 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

The following is indorsed on the original instrument
The debt secured by within mortgage has been fully paid and discharged
S.A. Gilman

Recorded Nov. 23rd 1883 at 12⁴⁰ O'clock P.M.

Testamentary Register of Deeds