

party 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:

Beginning at a point on the East line of Lot One (1) in the North east quarter of Section Thirty one (31) Township Twelve (12) Range Twenty (20) seven hundred and eighty six (786) feet north of the So. Co. corner of said Lot One (1) thence running South on the East line of said Lot seven hundred and eighty six (786) feet to its South East corner, thence West on the South line of said Lot One (1)

Four hundred and sixteen (416) feet thence North on a line parallel with the East line of said Lot One (1) One Thousand and Nine (1009) feet, thence in a South easterly direction to the point of beginning on the East line of said Lot One (1) Except Railroad right of way.

This mortgage being given to secure the payment of a portion of the purchase money for above described premises with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said John D. Miles does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all encumbrances except Railroad Rights of way.

This Grant is intended as a Mortgage to secure the payment of the sum of Three Hundred, $\frac{00}{100}$ Dollars according to the terms of One certain promissory note this day executed and delivered by the said John D. Miles to the said party of the second part; payable one year from date at the National Bank of Lawrence Kansas and this conveyance shall be void if such payments 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 amount shall become due and payable, and it shall be lawful for the 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 money arising from such sales, to retain the amount then due for principal and interest, together with the cost 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 John D. Miles his heirs and assigns.

In Witness Whereof, The said party of the first part,

The following is endorsed on the original instrument
I acknowledge payment in full of the within mortgage
and hereby authorize the Register of Deeds to discharge
the same of Record. Dated this 12 day of Sept 1894
Geo H. Corwell

Recorded Sept 17 1894
John D. Miles