

MORTGAGE RECORD

P. W. Foley, Blank Book Manufacturer, Lawrence, Kas.

This following is inclosed in the original instrument
The note was given as security having been paid in full. The mortgage as such released and the
debt thereby created discharged. Witnesses my hand this 5 day of March A.D. 1893
Recorded March 8th 1893
James B. Brooks
Register of Deeds

This Indenture, Made this 28th day of February in the year of our Lord one thousand eight hundred and eighty nine between Eliza Drier & Geo Drier her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and James B. Miller of the second part,

Witnesseth, That the said part one of the first part in consideration of the sum of Fifteen Hundred & 00 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 of 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: Lot numbered Nineteen (19), Twelfth (12), Seventeen (17), and Nineteen (19) on Connecticut street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part of 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 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 Fifteen Hundred & 00 Dollars

according to the terms of One certain Promissory Note this day executed and delivered by the said Eliza and George Drier to the said part of of the second part: Payable three years from date at The Merchants 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 part of 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 part of of the second part her executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the part of making such sale on demand to the said Eliza Drier her heirs and assigns.

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

Signed and delivered in presence of

Eliza Drier (SEAL.)
Geo Drier (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS } ss.
County of Douglas

Be it Remembered, That on this 28th day of February, A. D. 1889, before me, Alfred Whitman, a Notary Public in and for said County and State, came Eliza Drier and George Drier her husband to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.



In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires Jan'y 19 1891. Alfred Whitman
Notary Public.

Recorded Feb 28 A. D. 1889, at 2¹² o'clock P. M.

James B. Brooks
Reg. of Deeds