

MORTGAGE RECORD

This Indenture, Made this 23^d day of November in the year of our Lord one thousand eight hundred and eightynine between Charles Miller and M. G. Miller his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and William P. Lincoln of same place 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 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: Sublot half of Lot No. Seventy seven (77) and all of Lot No. Seventy nine (79) on the North side of Pine Street in Block No. Forty two (42) in that part of the City of Lawrence known as old Lawrence; also the West seventy five (75) feet of Lot No. One hundred and thirty eight (138) in said Block Forty two (42); being the lot instead of said 1st parties, who agree to maintain insurance on said premises during the existence of this loan, for benefit of Mortgagee or assigns, in the sum of Five hundred Dollars

with all the appurtenances, and all the estate, title and interest of the said parties 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 owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, his heirs and assigns forever, against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Four hundred and fifty Dollars according to the terms of one certain Mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part due in five years from date with interest after maturity or default at the rate of ten percent per annum the interest from date to maturity or default being evidenced by coupons attached to said note 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 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 party making such sale on demand to the said parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

Charles M. Miller. (SEAL.)

M. G. Miller (SEAL.)

... (SEAL.)

(SEAL)

STATE OF KANSAS.

County of Douglas

Be it Remembered, That on this 26 day of November, A. D. 1889, before me,
Joseph E. Rogers, a Notary Public in and for said County and
(State), came Charles M. Miller and M. S. Miller, his wife
_____ to me personally
known to be the same persons 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 March 6 1892

Joseph E. Riggs
Notary Public.

Recorded Nov. 30 — A. D. 1887, at 11²⁵ o'clock A — M.

James Brooks
Register of Deeds.

*In consideration of full pay-
ment of the within mortgage
Thereby release the same this
1st day of October 1892*

Valencia
James Wolfe
Register of Seeds

*In consideration of full pay-
ment of the within mortgage
I hereby release the same this
1st day of October, 1897.*

Address
James Book