

MORTGAGE RECORD

J. J. ELLY, Notary Public, Kansas

This Indenture, Made this 23^d day of November in the year of our Lord one thousand eight hundred and eighty nine between Charles Miller and M. J. Miller, his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Wm. S. Sinclair of Lawrence Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Forty five 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: The West half of Lot No. Twenty seven (27) and all of Lot No. Twenty eight (28) the North side of Cincinney Street, in Block No. Forty two (42) in that part of the City of Lawrence known as West Lawrence, also the West Twenty five (25) feet of Lot No. One hundred and thirty eight (138), in said Block Forty two (42); being the homestead of the said parties of the first part

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 save a prior mortgage of Four hundred and fifty Dollars to said William S. Sinclair 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 Forty five Dollars

according to the terms of no certain mortgage notes this day executed and delivered by the said parties of the first part to the said party of the second part: to-wit: follows Four hundred and fifty Dollars on the 23^d day of May and November in each year until said sum of Forty five Dollars is fully paid with interest after maturity of default at the rate of ten percent per annum

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 Miller (SEAL.)

M. J. Miller (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 30th day of November, A. D. 1889, before me, Joseph E. Riggs, a Notary Public in and for said County and State, came Charles Miller and M. J. 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 6th 1892.

Joseph E. Riggs Notary Public.

Recorded Nov 30 A. D. 1889, at 11³⁰ o'clock A. M.

James Brooks Reg. later of Deeds.

In consideration of full payment of the within mortgage I hereby release the same this 30th day of November, 1889.

Witness my hand and seal of office this 30th day of November, 1889.