

MORTGAGE RECORD

IN THE OFFICE OF THE REGISTER OF DEEDS, IN THE COUNTY OF DOUGLAS, STATE OF KANSAS.

This Indenture, Made this Third day of October in the year of our Lord one thousand eight hundred and ninety between A. G. Miller & Mary Miller his wife of Baldwin City in the County of Douglas and State of Kansas of the first part, and E. J. Parker of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Hundred & Twenty 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: Lot Fifty Eight (58), Sixty (60) and Sixty two (62) on Parker Street in Baldwin City, Kans.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said A. G. Miller & Mary Miller do hereby covenant and agree that at the delivery hereof they 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 Two Hundred and Twenty five 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: One Note of \$250 with int. at ten per cent per annum, payable semi-annually as evidenced by Coupons thereto attached

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 A. G. Miller heirs and assigns.

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

Signed and delivered in presence of

Joseph Billman

A. G. Miller (SEAL.)

Mary Miller (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.

County of Douglas

Be it Remembered, That on this 14 day of October, A. D. 1890, before me, Joseph Billman, a Notary Public in and for said County and State, came A. G. Miller and Mary Miller

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 Dec 9 1893.

Joseph Billman

Notary Public.

Recorded October 6 A. D. 1890, at 3²⁰ o'clock A. M.

James B. Parks

Register of Deeds.

The following is inserted in the original instrument
The Note herein described having been paid in full, this Mortgage
is hereby released, and the title hereby granted discharged,
and the same may be had. This 22nd day of May A.D. 1892
John M. Parker

The following is inserted in the original instrument
\$300, September 24, 1893. Received of Mrs. S. B. Stock the within sum equal to the principal
The sum of \$300.00, and the same is hereby acknowledged by the within mortgage
Recorded October 14th 1893
J. H. Duncanson