

This being is indented on the original instrument

In consideration of full payment of the within mortgage I hereby release the same this 30 day of September 1897

Charles Miller

Recorded October 2nd 1897

Amos Brooks

Register of Deeds

The following is indented on the original instrument In consideration of full payment of the within mortgage I hereby release the same this 15 day of February 1897

Nick Simon

Recorded February 15th 1897

Amos Brooks

Register of Deeds

This Indenture, Made this Eighth day of April in the year of our Lord one thousand eight hundred and ninety one, between Wm. Miller a single man of the County of Douglas and State of Kansas of the first part, and Nathan Roy of the County of Douglas and State of Kansas of the second part.

Witnesseth That the said party of the first part, for and in consideration of the sum of Six Hundred Dollars to him in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, released and confirmed, and by these presents does grant, bargain, sell, release and confirm, unto the said party of the second part, his heirs and assigns, the following described land situated in the County of Douglas and State of Kansas, To-wit: The South half of the North East quarter of Section No thirty six (36) in Township No. Fourteen (14) South of Range No. seventeen (17) East of the sixth principal meridian containing Eighty (80) Acres more or less

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, both in law and equity to have and to hold the said premises unto the said party of the second part, and his heirs and assigns forever.

And the said party of the first part, for him and his heirs executors, and administrators does covenant and agree to and with the said party of the second part, his heirs and assigns, that he is seized of the said premises as of a good and indefeasible inheritance in law, in fee simple, and that said premises are clear of all liens, taxes, assessments and incumbrances whatsoever. And the said party of the first part, does hereby, and will by these presents warrant and forever defend the said premises unto the said party of the second part, and his heirs and assigns, against the claim or claims of all and every person whomsoever, and against all liens, taxes, assessments, exemptions and incumbrances whatsoever. This grant is intended as a mortgage to secure the payment of the sum of Six Hundred Dollars according to the conditions of two certain promissory; \$300 = each, this day executed and delivered by the said Wm Miller

party of the first part, to the said Nathan Roy party of the second part, and this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or the interest due thereon, or if the taxes and assessments of every nature, which are by law made due and payable, are not paid when the same becomes due, as above provided, then it shall be lawful for the said party of the second part, his executors, administrators and assigns to sell the premises hereby granted, or cause the same to be sold, with all the appurtenances, in the manner prescribed by law; and out of the money arising from such sale, to retain the amount due for prin-

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