

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Fifteenth day of May in the year of our Lord one thousand eight hundred and Ninety One between C. P. Miller and E. J. Miller (wife) of Alfred 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 Fifteen Hundred 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 (1/2) of the South East quarter (1/4) of Section Sixteen (16) Township Fourteen (14) Range Eighteen (18) East of the Sixth (6) P. M. and the South half of the South West quarter (1/4) of the North East quarter (1/4) of Section Sixteen (16) Township Fourteen (14) Range Eighteen (18) East of 6" P. M. Containing in all one hundred acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said C. P. Miller and E. J. Miller do hereby covenant and agree, <sup>that</sup> 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 Fifteen Hundred Dollars according to the terms of One certain Note and ten coupons this day executed and delivered by the said C. P. Miller and E. J. Miller to the said party of the second part his heirs or assigns. The Party of the first part to keep the House insured in favor of the Party of the second part

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, on 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 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 C. P. Miller heirs and assigns.

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

Signed and delivered in presence of

John M. Newlin

C. P. Miller  
E. J. Miller

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 17 day of May, A. D. 1891, before me John M. Newlin, a Notary Public in and for said County and State, came C. P. Miller and E. J. Miller 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 April 28 1895Recorded May 22 A. D. 1891, at 10 o'clock 2 M.

John M. Newlin  
James Brooks

Notary Public

Register of Deeds

The following is indorsed on Original Instrument.  
The Notes herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.  
As Witness my hand, this 16 day of May, A. D. 1891.  
Recorded May 16 1891.  
E. J. Parker

James Brooks  
Fred Brooks, Deputy Register of Deeds

