

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Tenth day of June in the year of our Lord one thousand eight hundred and Ninety one between E. J. Miller & C. B. Miller husband & wife of Alfred in the County of Douglas and State of Kansas of the first part, and E. J. Barker of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Thousand 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 East half (1/2) of the South West quarter (1/4) of Section Fifteen (15) Township Fourteen (14) Range Eighteen (18) containing Eighty 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 E. J. Miller & C. B. Miller do hereby covenant and agree, at the delivery hereof that 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 One Thousand Dollars according to the terms of two certain Notes for \$500.00 each this day executed and delivered by the said E. J. Miller & C. B. Miller to the said party of the second part: his heirs or assigns

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 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 E. J. Miller or her 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. NewlinE. J. Miller

(SEAL.)

C. B. Miller

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 10 day of June, A. D. 1891, before me John M. Newlin, a Notary Public in and for said County and State, came E. J. Miller & C. B. 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 1895 John M. Newlin Notary Public.  
Recorded July 5 A. D. 1891, at 9<sup>50</sup> o'clock A. M.

James Brooke  
Register of Deeds

*The following is indorsed on the original instrument:  
The notes herein described having been paid in full this mortgage is hereby released and the lien thereby created discharged.  
At witness my hand the 19th day of April, A. D. 1894  
and R. D. Harvey*

*Recorded April 19 1894  
James Brooke  
Register of Deeds*