

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 1<sup>st</sup> day of October in the year of our Lord one thousand eight hundred and Ninety-two between Ephraim Miller and Anna H. Miller husband and wife of Lawrence in the County of Douglas and State of Kans. of the first part, and Anna M. Bigelow of Newport R. I. of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twelve 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 her 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: Lots Numbered One hundred Ninety (190) and One hundred Ninety Two (192) on Tennessee Street in the City of Lawrence, the mortgagors herein agreeing to keep the buildings on said premises insured in favor of the said mortgage in the sum of at least Fifteen Hundred Dollars in some insurance company satisfactory to said mortgage

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Ephraim Miller doth hereby covenant and agree that at the delivery hereof he is the lawful owner 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 Twelve Hundred Dollars according to the terms of an certain promissory note this day executed and delivered by the said Ephraim Miller and Anna H. Miller to the said party of the second part: payable one year after date with interest at the rate of seven 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 her 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 her 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 Ephraim Miller 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

Geo. H. BanksE. Miller

(SEAL)

A. H. Miller

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 21<sup>st</sup> day of October, A. D. 1892, before me Geo. H. Banks a Notary Public in and for said County and State, came Ephraim Miller and Anna H. Miller husband and 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 Dec - 12 - 1892Recorded Oct - 25 - 1892, at 10<sup>30</sup> o'clock A. M.Geo. H. Banks

Notary Public.

James Brooks

Register of Deeds.

Lawrence Kan. Nov 11 1892

Received of Ephraim Miller the within named mortgagor the sum of Twelve Hundred Ninety Two (\$922) Dollars in full satisfaction of the within mortgage.

Anna M. Bigelow

by Arthur R. Ward, Atty in fact.

Recorded Nov 11. 1892 at 3:12 o'clock P.M. James Brooks Register of Deeds.

