

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 24th day of October in the year of our Lord one thousand eight hundred and ninety two between R. A. Millis and Matie Millis his wife of Esche in the County of Douglas and State of Kansas of the first part, and N. F. March of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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 South West Quarter of the North West Quarter of North East Quarter of Section No. Fourteen (14) Nles beginning at the North East corner of the North West Quarter of said Section No. 14 all in Township 14 South of Range 18 East thence South 59.68 Rods West 23 Rods North 59.68 Rods East 23 Rods to beginning. Containing 18.93 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

R. A. Millis and Matie Millis do hereby covenant and agree that at the delivery hereof they are 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 and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part his heirs and assigns forever against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of

Two Hundred Dollars according to the terms of One certain promissory note this day executed and delivered by the said R. A. Millis and Matie Millis to the said party of the second part: payable in three years with interest as evidenced by coupons attached to said note and interest after maturity or default at the rate of ten per cent per annum until paid

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 R. A. Millis and Matie Millis their 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

R. A. Millis (SEAL.)

Matie Millis (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 24 day of October, A. D. 1892, before me L. J. Steele, a Notary Public in and for said County and State, came R. A. Millis and Matie Millis his wife to me personally known to be the same person s 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 June 15 1894.

Recorded Oct 28 A. D. 1892, at 9 o'clock A. M.

Notary Public.

Register of Deeds.

(Assigned Dec. 30, 1892) (Released Dec. 30, 1892) (Page 78)