

NOTARIAL RECORD - KANSAS

This Indenture, Made this Fifteenth day of December in the year of our Lord one thousand eight hundred and ninety two between Lizzie Millard and N. Frank Millard her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and N. S. March of the second part,

Witnesseth, That the said part N. S. March of the first part in consideration of the sum of Seven 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: Lot No twenty seven (27) on New Hampshire Street in the City of Lawrence in the said County and State, according to the plat thereof

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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

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

according to the terms of one certain promissory note coupons this day executed and delivered by the said parties of the first part to the said party of the second part: due five years after date with interest at eight percent per annum payable semi-annually Insurance to the amount of seven hundred dollars to be maintained on the buildings on said premises for the benefit of said second part his heirs and 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 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 Lizzie Millard her 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

Mrs. Lizzie Millard (SEAL)
N. Frank Millard (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 15th day of December, A. D. 1892, before Joseph E. Riggs a Notary Public in and for said County and State, came Lizzie Millard and N. Frank Millard her husband 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 Mar 6 1894
Recorded Dec 15 A. D. 1892, at 11⁰⁰ o'clock P. M.

Joseph E. Riggs Notary Public

James Brooks Register of Deeds

The following is marked on original instrument
of note herein described having been paid in full this mortgage
is hereby released, and the lien thereon is hereby discharged
At Witness my hand, this 5th day of Dec 1893

Recorded Dec. 5. 1893 at 11 o'clock P.M. James Brooks Register of Deeds
J. W. Carman Deputy

The following is endorsed on the original instrument: