

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this Eleventh day of September in the year of our Lord one thousand eight hundred and ninety three between David P. Miller and Jennie Miller wife of Lawrence 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 part 1st of the first part in consideration of the sum of six 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: That portion of lot No. three (3) Section No. sixteen (16) Township Twelve (12) Range Twenty (20) East of 6th PM. East of the Right of Way of Union Pacific Rail Way Eastern Division containing Fifty and 2/3 acres

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said David P. Miller and Jennie Miller 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

This grant is intended as a Mortgage to secure the payment of the sum of six hundred Dollars according to the terms of One certain Note of ten coupons this day executed and delivered by the said David P. Miller and Jennie 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 the 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 the 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 David P. Miller his heirs and assigns.

In Witness Whereof, The said part 1st 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

D. P. Miller

(SEAL.)

Jennie Miller

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 11 day of Sept 11, A. D. 1893, before me John M. Newlin, a Notary Public in and for said County and State, came D. P. Miller and Jennie 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 Sept 12 A. D. 1893, at 11:30 o'clock A. M.

John M. Newlin

Notary Public.

James Brooks

Register of Deeds.

The following is endorsed on the original instrument -
 This note having been paid in full, this mortgage
 is hereby released, and the land thereby created discharged.
 my hand, this 23rd day of April A.D. 1902 -
 E. J. Parker.
 Recorded April 24th 1902 -
 E. J. Parker,
 Register of Deeds.
 By Alice B. Johnson,
 Deputy.