

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 23^d day of October in the year of our Lord one thousand eight hundred and ninety three between Ephraim Miller and Anna B. Miller husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Mary L. Stanley of the second part,

Witnesseth, That the said parties 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 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 according to the recorded 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 Ephraim Miller do 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 Six Hundred Dollars three years after date with interest payable semi annually at six per cent per annum according to the terms of one certain promissory note with six interest coupons this day executed and delivered by the said Ephraim Miller to the said party of the second part:

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 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

Geo. H. BanksE. Miller

(SEAL.)

A. B. Miller

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
Douglas County } ss.

Be it Remembered, That on this 23^d day of November, A. D. 1893, before me Geo. H. Banks, a Notary Public in and for said County and State, came E. Miller and A. B. 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 1st 1896.Recorded Nov 23 A. D. 1893, at 9⁴⁵ o'clock P. M.Geo. H. Banks

Notary Public.

James Brodie

Register of Deeds.

(For release see Book 76 Page 594)