

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this sixteenth day of December in the year of our Lord one thousand eight hundred and ninety three between Francis E. Milner of Coming in the County of Nemaha and State of Kansas of the first part, and George D. Milner of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Fifteen Hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell 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: Beginning at a point where the center line of Maryland Street, of the City of Lawrence, intersects the center line of Lincoln Street, thence East Eighteen (18) rods; thence South forty (40) rods; thence West Eight (8) rods and three (3) feet; thence North twenty two (22) rods and seven (7) feet; thence East Nine (9) rods and Thirteen and one half (13 1/2) feet; thence North seventeen (17) rods and nine and one half (9 1/2) feet to the point of beginning and situate in the South East quarter (1/4) of the North East Quarter (1/4) of Section Number Thirty (30) in Township Number Twelve (12) Range Number Twenty (20) and also in what is known as the South East Quarter (1/4) of Section Number Six (6) to the City of Notch Lawrence with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Francis E. Milner

do hereby covenant and agree that at the delivery hereof she 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 save and except One Mortgage for the principal sum of Eight Hundred Dollars, and interest thereon.

This grant is intended as a Mortgage to secure the payment of the sum of Fifteen Hundred Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Francis E. Milner 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 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 part of the second part 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 Francis E. Milner or to her heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of Francis E. Milner (SEAL.)
Nector Bacon (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Nemaha

Be it Remembered, That on this 16th day of December, A. D. 1893, before me Nector Bacon, a Notary Public in and for said County and State, came Francis E. Milner to me personally known to be the same person 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 January 17th 1894
Recorded Dec 18 A. D. 1893, at 11:30 o'clock A. M.
Nector Bacon Notary Public.
James Brooks Register of Deeds.

*The following is indorsed on the original instrument
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged
As witness my hand this 20 day of May A. D. 1895
George D. Milner*

*attest
Lillie Haines
Recorded May 22nd 1895
James Brooks
Register of Deeds*