

JOURNAL OF THE DISTRICT COURT OF

April 7, 1903.  
This mortgage was foreclosed by an action in the District Court of Douglas County, Kansas, being cause No. 517 in said court, wherein the Mathies Natl Bank was plaintiff and Jane E. Mifflin et al were defendants. Judgment was rendered on the 24th day of July, 1902, and is in effect in Journal "W" of said court pages 291, 292 and 293.

Attest A. W. Wimsbury, Register of Deeds.

This Indenture, Made this Seventh day of April in the year of our Lord one thousand eight hundred and Ninety four between Jane E. Mifflin and husband David Mifflin of Alfred in the County of Douglas and State of Kansas of the first part, and Paul R. Brooks Cashier of N. A. Kinney National Bank of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twelve thousand and fourteen <sup>24</sup>/<sub>100</sub> (\$12,014<sup>24</sup>/<sub>100</sub>) 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 Southwest Quarter of Section Four (4)  
The Northeast Quarter of Section Eight (8)  
The Southeast Quarter of Section Eight (8)  
The Northwest Quarter of Section Nine (9)  
The Southwest Quarter of Section Nine (9)  
The Northeast Quarter of Section Seventeen (17)  
The East half of Southwest Quarter of Section Five (5)  
All in Township fourteen (14) and Range Eighty (80) comprising ten hundred forty 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 Jane E. Mifflin and husband David Mifflin 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 except a mortgage of Twelve thousand five hundred <sup>00</sup>/<sub>100</sub> (\$12,500<sup>00</sup>/<sub>100</sub>) Dollars date July 18, 1897 to Edward Russell #7508<sup>00</sup>/<sub>100</sub> of which is paid

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

Twelve thousand and fourteen <sup>24</sup>/<sub>100</sub> Dollars according to the terms of three certain notes of \$4,000<sup>00</sup>/<sub>100</sub>, \$4,000<sup>00</sup>/<sub>100</sub> and \$4,014<sup>24</sup>/<sub>100</sub> this day executed and delivered by the said parties of first part to the said party of the second part: \$4,000<sup>00</sup>/<sub>100</sub> due nine months from date; \$4,000<sup>00</sup>/<sub>100</sub> due eighteen months from date; \$4,014<sup>24</sup>/<sub>100</sub> due two years from date and all bearing nine (9) per cent interest per annum payable annually

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 Jane E. Mifflin and David Mifflin their 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

Jane E. Mifflin (SEAL.)  
D. Mifflin (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 7<sup>th</sup> day of April, A. D. 1894, before me J. R. Binger, a Notary Public in and for said County and State, came Jane E. Mifflin and husband David Mifflin 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 Nov 1<sup>st</sup> 1894

Recorded April 7 A. D. 1894, at 12 o'clock — M.

J. R. Binger Notary Public.  
Paul R. Brooks Register of Deeds.

The following is endorsed on the original instrument