

This Indenture, Made this Twelfth day of August in the year of our Lord one thousand eight hundred and ninety five between

of Lawrence in the County of Douglas and State of Kansas of the first part, and E. N. Lucas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Eight hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, hath 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: Lots 190 One hundred Ninety and Lots 192 One hundred Ninety two on Ohio Street Lawrence Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said E. P. Miller wife 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 One Mortgage of One thousand dollars

This grant is intended as a Mortgage to secure the payment of the sum of Eight hundred dollars according to the terms of 3 three certain Notes this day executed and delivered by the said E. P. Miller wife to the said party of the second part: Said payment of notes to be as follows \$300.00 due Dec 15/95 \$750.00 due Aug 15/96 \$750.00 due Aug 15/97 with interest at 8 per cent from date

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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said E. P. Miller wife heirs and assigns.

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

Signed and delivered in presence of

R. D. Mason

E. P. Miller

(SEAL.)

Mrs E. P. Miller

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 15 day of August, A. D. 1895, before me, John M. Newlin, a Notary Public in and for said County and State, came E. P. Miller and Mrs E. P. Miller

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 April 28 1899

Recorded Aug 16 A. D. 1895 at 5 o'clock P. M.

John M. Newlin

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 16th day of August A. D. 1897
E. N. Lucas
Attest A. A. Wood
Recorded August 16th 1897
James Brooks
Register of Deeds

