

This Indenture, Made this 7th day of December in the year of our Lord one thousand eight hundred and ninety four between Saml S. Milbur and Julia his wife of Eudora in the County of Douglas and State of Kansas of the first part, and Adolph Lotz Jr. Eudora Ks. 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 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 East half (1/2) of the South East Quarter (1/4) Sect. nine-teen (19), Township Thirteen (13) Range Twenty-one (21) Eighty Four

With all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said S. S. Milbur and Julia his 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

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 this day executed and delivered by the said S. S. Milbur and wife 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 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 S. S. Milbur and wife their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands this 7th day of December in the year of our Lord eighteen hundred and ninety four.

Signed and delivered in presence of

S. S. Milbur (SEAL.)

Julia S. Milbur (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 3^d day of December, A. D. 1895, before me, Charles Pilla, a Notary Public in and for said County and State, came Saml S. Milbur and Julia his wife 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 16 1899.
Recorded Dec 11 A. D. 1895 at 11²⁰ o'clock A. M.

Chas Pilla

Notary Public.

James Brooks
Register of Deeds.

The following is endorsed on the original instrument
The note secured by the within mortgage has been paid
in full & hereby authorize the Register of Deeds of Douglas
County to discharge same of record.
Eudora, Mo. 2/28/98.

Adolph Lotz Jr.

Recorded March 10, 1898. G. B. Leonard

(Part released Book 31 Page 469)