

This Indenture, Made this Fifteenth day of May in the year of our Lord one thousand eight hundred and ninety six between C. P. Miller and E. J. Miller (wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and H. E. Brelsford of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Fifteen 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 West half (1/2) of the South East quarter (1/4) of Section Sixteen (16) Township Fourteen (14) Range Eighteen (18) East of the 6th P.M.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said C. P. Miller and E. J. Miller 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 Fifteen hundred Dollars according to the terms of One certain Note & ten Coupons this day executed and delivered by the said C. P. Miller and E. J. Miller to the said party... of the second part: his heirs or assigns. House insured in favor of Mortgagee in the sum of One thousand Dollars.

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 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 C. P. Miller his heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

C. P. Miller (SEAL.)

E. J. Miller (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 16 day of May, A. D. 1896, before me, John M. Newlin, a Notary Public in and for said County and State, came C. P. Miller and E. J. Miller

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 April 28 1899

Recorded May 16 A. D. 1896 at 11<sup>30</sup> o'clock A. M.

John M. Newlin

Notary Public.

James Brooks  
Register of Deeds.

The following is endorsed on the original instrument -  
The note herein described having been paid in full, this mortgage is hereby released, and the lien hereby created, discharged. As witness my hand, this 13<sup>th</sup> day of Dec. A.D. 1901.

H. E. Brelsford

(For Satisfaction see Book 21 Page 10)

Recorded Dec. 13<sup>th</sup> - 1901 -  
E. E. Sopman, Deputy  
Register of Deeds.

(Assigned Dec 20<sup>th</sup> 1901 Page 354)