

This Indenture, Made this 6th day of April in the year of our Lord one thousand eight hundred and ninety six, between John S. Miles and Margaret H. Miles wife of John S. Miles of Lawrence in the County of Douglas and State of Kansas of the first part, and The National Bank of Lawrence Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of seventeen hundred and sixty four 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 the undivided half of or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: the west half of the southwest quarter of Section number three (3) Township Number thirteen (13) Range Number Nineteen containing eighty 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 John S. Miles and Margaret H. Miles 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 seventeen hundred and sixty four Dollars according to the terms of two certain promissory notes this day executed and delivered by the said John S. Miles to the said party of the second part: One note for the sum of eight hundred and eighty two Dollars due in One year, and one note for the sum of eight hundred and eighty two Dollars due in two years from date, both notes dated April 6th 1896 with interest at eight per cent per annum 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 its 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 its 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 John S. Miles his heirs and assigns.

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

Signed and delivered in presence of

John S. Miles (SEAL)
Margaret H. Miles (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 6th day of April, A. D. 1896, before me, Wm. N. Mason, a Notary Public in and for said County and State, came John S. Miles and Margaret H. Miles his wife 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 Feb 3, 1898
Recorded Dec 31 A. D. 1896, at 15 o'clock M.

Notary Public.

Register of Deeds.