

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 12<sup>th</sup> day of November in the year of our Lord one thousand eight hundred and ninety eight between G. E. Miller and Ella Miller his wife of Eudora in the County of Douglas and State of Kansas of the first part, and A. F. Burr of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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 Lot 6 from (7) Eight (8) Nine (9) & Ten (10) Block One hundred & Eighty two (182) in the City of Eudora Kas. as designated by the plat of said City on file of the records of Douglas County, Kas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said G. E. Miller and Ella Miller his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 Five Hundred Dollars and the interest thereon

according to the terms of One certain promissory note this day executed and delivered by the said G. E. Miller and Ella Miller to the said party of the second part: Copy of note, Eudora Kansas, Nov. 12<sup>th</sup> 1898, Five years after date of promise to pay to the order of A. F. Burr Five hundred Dollars with Seven percent interest per annum from date until paid Interest payable annually. Signed G. E. Miller - Ella Miller 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 parties of the first part or 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

STATE OF KANSAS, } SS.  
County of Douglas

Be it Remembered, That on this 12<sup>th</sup> day of November, A. D. 1898, before me, Charles A. Hill, a Notary Public in and for said county and State, came G. E. Miller and Ella Miller 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 Jan'y 22<sup>nd</sup> 1900 Charles A. Hill  
Recorded November 14<sup>th</sup> A. D. 1898, at 1<sup>30</sup> o'clock P.M. Notary Public.

A. F. Burr  
Register of Deeds.

The following is indorsed on the original instrument  
The sub herein described having been paid in full this Mortgage  
is hereby released and the lien thereon created is discharged  
As Witness my hand this 22<sup>nd</sup> day of Sept. 1900.

Recorded Sept 24<sup>th</sup> 1900. A. F. Burr  
Register of Deeds.