

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Second day of March in the year of our Lord one thousand eight hundred and ninety Nine between Fanny Miller and N. F. Miller her husband of Laurimer in the County of Douglas and State of Kansas of the first part, and Mary E. Dillon of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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 her 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 West three fourth (3/4) of Lot No. Eleven (11) in addition No. Four (4) in North Laurimer, in the City of Laurimer.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Fanny Miller and N. F. 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 Two Hundred

according to the terms of three certain Notes this day executed and delivered by the said Fanny Miller & N. F. Miller to the said party of the second part: With interest at six per cent per annum, said \$200 being the balance of the purchase price of said premises

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 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 Fanny Miller her 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

Mrs Fanny Miller (SEAL.)
N. F. Miller (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.



Be it Remembered, That on this 6th day of February, A. D. 1899, before me, L. S. Steele a Notary Public in and for said county and State, came Fanny Miller and N. F. 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 June 20 1902 L. S. Steele Notary Public.
Recorded March 6 A. D. 1899, at 1 1/2 o'clock P. M.

H. J. Foxman
Register of Deeds.

The following is endorsed on the original instrument.
\$200
Received of Fanny Miller and N. F. Miller (her husband) the within named mortgagors the sum of Two hundred dollars in full satisfaction of the within mortgage.
Mary E. Dillon,

Recorded Nov-7-1902
H. J. Foxman,
Register of Deeds,
Belle Plaine, Kansas, Deputy.