

This Indenture, Made this Twenty fifth day of August in the year of our Lord one thousand eight hundred and ninety nine between A. R. Miller a widower

of the first part, and John C. Jones in the County of Johnson and State of Kansas of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Three hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and mortgage to the said part 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 lot number eighty five 85 on Connecticut Street in the City of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner 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 Three hundred dollars

according to the terms of One certain Mortgage Note this day executed and delivered by the said A. R. Miller to the said part of the second part:

Due August 25<sup>th</sup> 1902 with interest from date to maturity or default as evidenced by coupons attached to said note and interest after maturity or default at the rate of ten per cent per annum until fully paid.

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 part 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 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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the part of the second part his making such sale on demand to the said party of the first part his heirs and assigns.

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

sealed  
Signed and delivered in presence of

L. H. Cores

A. R. Miller (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 25<sup>th</sup> day of August, A. D. 1899, before me, L. H. Cores, a Notary Public in and for said county and State, came A. R. Miller a widower

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<sup>th</sup> 1901 L. H. Cores

Recorded August 25<sup>th</sup> A. D. 1899, at 11<sup>20</sup> o'clock A. M. L. H. Cores Notary Public.

G. D. Norman  
Register of Deeds.

The following is enclosed on the original instrument -  
The note herein described having been paid in full, the mortgage is hereby released,  
and the lien thereby created, discharged. As witness my hand this 30<sup>th</sup> day of August - A. D. 1900.  
J. C. Jones  
Records, D. Sept. 4<sup>th</sup>, 1900.  
L. H. Cores and Register of Deeds  
By Willie B. Stewart  
Deputy

