

This Indenture, Made this 24th day of November in the year of our Lord one thousand eight hundred and ninety nine between Agnes B. Miller a widow of Davenport in the County of Scott and State of Iowa of the first part, and William Miller, Executor of the second part,

Witnesseth, That the said part y of the first part in consideration of the sum of Five hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, ha s sold and by these presents do es grant, bargain, sell and mortgage to the said part y 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 north half of lot No. 8, city eight (68) on Massachusetts Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Agnes B. Miller do es hereby covenant and agree that at the delivery hereof, she 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 Five hundred Dollars

according to the terms of One certain Note this day executed and delivered by the said Agnes B. Miller to the said part y of the second part: Payable in one year with interest at the rate of six per cent per annum payable annually

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 y 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 y 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 part y making such sale on demand to the said Agnes B. Miller, her heirs and assigns.

In Witness Whereof, The said part y of the first part, ha s hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

Agnes B. Miller (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF Iowa }
County of Scott } SS.

Be it Remembered, That on this 24th day of November, A. D. 1899, before me, Jno. W. Helmeick, a Notary Public in and for said county and State, came Agnes B. Miller

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 July 4th, 1900.

Recorded November 29th A. D. 1899, at 10⁰³ o'clock A.M.

Jno. W. Helmeick
Notary Public.
L. B. Daxman
Register of Deeds.

In consideration of full payment of the within mortgage, I hereby release the same this 24th day of November, 1899.

William Miller, Executor
Notary Public

Attest

