

This Indenture, Made this First day of January in the year of our Lord one thousand eight hundred and ninety between Elizabeth Miller, a widow of Lawrence in the County of Douglas and State of Kansas of the first part, and Samuel Allan of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of

Three hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has she sold and by these presents do she 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: Commencing at the south west corner of Block number seven in that part of the City of Lawrence formerly known as North Lawrence, thence running East eight (8) rods thence north along the section line nine rods six feet and six (6) inches thence west eight rods thence south nine rods six feet and six (6) inches to place of beginning in the City of Lawrence, Douglas County, Kansas, being the homestead of the said Elizabeth Miller

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does 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 Three hundred Dollars

according to the terms of One certain Mortgage note this day executed and delivered by the said Elizabeth Miller to the said party of the second part: Due on the 1st day of January 1905 with interest thereon 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 percent 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 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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the party of the first part her heirs and assigns.

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

Signed and delivered in presence of

L. H. Corcoran

Elizabeth Miller (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } SS.

Be it Remembered, That on this 30th day of January, A. D. 1900, before me, L. H. Corcoran a Notary Public in and for said county and State, came Elizabeth Miller, a widow 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 Jan. 16th 1901 L. H. Corcoran Notary Public.
Recorded January 30th A. D. 1900, at 4 o'clock P. M.

L. H. Corcoran
Register of Deeds.



The following is endorsed on the original instrument -
\$300 #
Received of Elizabeth Miller the within named mortgage, the sum of Three hundred and no Dollars, in full satisfaction of the within mortgage.
Henry B. Benson
Recorder
Recorded Aug. 25th 1904.
A. W. Armstrong,
Register of Deeds,
By Lee C. Armstrong
Deputy.