

This Indenture, Made this 30<sup>th</sup> day of December in the year of our Lord one thousand eight hundred and ninety ninety between William C. Miller and Rosaltha Miller his wife of Naborsville in the County of Douglas and State of Kansas of the first part, and L. W. Todd of the second part,

Witnesseth, That the said part 1<sup>st</sup> of the first part in consideration of the sum of Ninety 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 part 2<sup>d</sup> 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 south half (1/2) of the southwest quarter (1/4) of section 11 in Township 13 of Range 17, Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Parties of the first part 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 Ninety hundred Dollars

according to the terms of And certain Bonds or notes this day executed and delivered by the said Parties of the first part to the said part ies of the second part: Payable one year after date to order of party of second part with interest 7% from date until 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 ies 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, appraisalment hereby waived or not at the option of the part ies 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 ies making such sale on demand to the said Parties of the first part their heirs and assigns.

In Witness Whereof, The said part ies of the first part, have hereunto set their hand and seal the day and year first above written,

Signed and delivered in presence of

Jessie H. Hall

William C. Miller (SEAL.)

Rosaltha Miller (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas County } SS.

Be it Remembered, That on this 30<sup>th</sup> day of December, A. D. 1899, before me, Jessie H. Hall, a Notary Public in and for said county and State, came William C. Miller & Rosaltha Miller his wife 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 30<sup>th</sup> March 1900

Recorded February 15<sup>th</sup> A. D. 1900, at 2<sup>40</sup> o'clock P.M.

Jessie H. Hall  
Notary Public.  
L. W. Todd  
Register of Deeds.

The following is endorsed on the original instrument:  
Received of William C. Miller the within advanced mortgage on the sum of Ninety hundred and no Dollars in full satisfaction of the within mortgage.  
L. W. Todd  
Recorded July 7, 1900.  
L. W. Todd, Register of Deeds.