

This Indenture, Made this Ninth day of March in the year of our Lord one thousand eight hundred and ninety nine hundred between Evelyn F. Thomas and Brian W. Thomas her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Frank Miller of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight 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 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: Beginning at north east corner of south east quarter (1/4) of south east quarter (1/4) of Section One (1) Township Thirtieth (13) Range Twentieth (12) East of 6th P.M. thence west Twenty six (26) rods, south Twenty (20) rods, East Twenty six (26); North Twenty (20) rods to beginning, containing 3 1/4 Acres.

with all the appurtenances, and all the estate, title and interest of the said parties 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 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 Eight Hundred Dollars

according to the terms of One certain Mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: Payable four years after date to order of party of second part with interest thereon according to the terms of said note & coupons thereto attached.

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 making such sale on demand to the said parties of the first part their heirs and assigns. Family reserved to pay for every month the interest on Principal at time any interest payment falls due.

In Witness Whereof, The said parties 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 Watt

Evelyn F. Thomas (SEAL)

Brian W. Thomas (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,  
County of Douglas } SS.

Be it Remembered, That on this 10 day of March, A. D. 1899, before me,

Jessie Watt, a Notary Public in and for said county and State, came Evelyn F. Thomas & Brian W. Thomas her husband 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 20 March 1900.

Recorded March 12 A. D. 1899, at 3:15 o'clock P. M.

W. A. Foxman  
Register of Deeds.

*The following is enclosed on the original Indenture  
The Note herein described having been paid in full  
This Mortgage is hereby Released. Witness my hand  
this 13<sup>th</sup> day of June 1904.*

*Recorded June 16<sup>th</sup> 1904.  
W. A. Foxman  
Register of Deeds.*