

JOURNAL OF LAW, MEDICINE & ETHICS

This Indenture, Made this 25th day of August in the year of our Lord one thousand eight hundred and ninety 1900 between Martha J. Miller and C. S. Miller (her husband) of Lawrence in the County of Douglas and State of Kansas of the first part, and Julius Fischer of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One thousand five hundred twenty two & 66/100 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: lots number forty seven (47) and forty nine (49) on Bridge Street in that part of the City of Lawrence known as North Lawrence

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 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, and that they will warrant and defend the same against all claims whatsoever, excepting one mortgage of \$400.00

This grant is intended as a Mortgage to secure the payment of the sum of One thousand five hundred twenty two & 66/100 Dollars according to the terms of four certain promissory notes this day executed and delivered by the said Martha J. & C. S. Miller to the said party of the second part: payable at Lawrence National Bank at Lawrence, Kansas, as follows, to-wit: \$300.00 dollars on the twenty-fifth day of November 1900, \$300.00 dollars on the twenty-fifth day of March 1901, \$300.00 dollars on the twenty-fifth day of July 1901, \$300.00 dollars on the twenty-fifth day of November 1901, with interest 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 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 party of the first part making such sale on demand to the said parties of the first part, their heirs and assigns.

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

J. Eddy

Martha J. Miller

C. S. Miller

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas County } SS.

Be it Remembered, That on this 25 day of July, A. D. 1900, before me, the undersigned a Notary Public in and for said county and State, came Martha J. Miller and C. S. Miller (her husband) who are to me known to be the same person who executed the foregoing instrument, and I 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.

Notary Public Term Sept 14 1900

My commission expires July 30 A. D. 1900, at 9:30 o'clock A.M.

D. H. Mangels

Notary Public.

H. H. Sweeney

Register of Deeds.

The following is inclosed on the original instrument
The note herein described having been paid in full the mortgage
is hereby released and the title thereby created discharged
Witness my hand this 30th day of January A.D. 1901
D. H. Mangels

Julius Fischer

Recorded January 31st 1901

