

GENERAL CO., LAWRENCE, KAN.

This Indenture, Made this 29th day of January in the year of our Lord one thousand eight hundred and ninety one between Charles J. Miller and Martha J. Miller of Lawrence in the County of Douglas and State of Kansas of the first part, and D. F. Miller, of Lawrence Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of thirteen hundred and fifty four (1354) 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: Lot forty seven (47), and south fifteen (15) feet of Lot forty nine (49) on west side of Bridge street of the City of Lawrence known as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Charles J. Miller and Martha J. Miller 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 except on certain mortgage of \$400.00

This grant is intended as a Mortgage to secure the payment of the sum of thirteen hundred and fifty four Dollars according to the terms of one certain promissory note this day executed and delivered by the said Charles J. Miller and Martha J. Miller to the said part of the second part: \$1354.00 Lawrence Kansas, January 29th 1901. For 6 years at 6% date, without grace, to be paid semi-annually to the order of D. F. Miller, thirteen hundred and fifty four (1354) Dollars - at the Missouri State National Bank, Lawrence, Kansas, with interest at the rate of six percent per annum from date until paid by the endorser, guarantor, assignor, and sureties severally and jointly for payment, protest and notice of protest for non payment of this note - and all other usual covenants and conditions 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 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 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 costs and charges for making such sales, and the overplus, if any there be, shall be paid by the part of making such sale on demand to the said parties of 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

Charles J. Miller (SEAL.)

Martha J. Miller (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas County } SS.

Be it Remembered, That on this 29 day of January A. D. 1901, before me, James Brooks, a Notary Public in and for said county and State, came Chas. J. Miller & Martha J. Miller husband & 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 subscribed my name and affixed my official seal on the day and year last above written.

My commission expires Nov. 4, 1901 James Brooks Notary Public.

Recorded Jan 30 A. D. 1901, at 8:20 o'clock A. M.

W. J. Sorenson Register of Deeds.

The following is enclosed on the original instrument of hereby releases the within mortgage and assigns the Register of Deeds to enter same on the records.

Dated at Lawrence this 8th December 1908. Wm. Sinclair (Signed)

(For Return to See Book 41, Page 68)

Recorded Dec 8th 1908.

C. W. Armstrong,

Register of Deeds.

Red. Stamps 50c