

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 30th day of January in the year of our Lord one thousand eight hundred and ninety one (1901) between C. I. Miller and Martha J. Miller (his wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and J. Fischer of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Seven hundred & eighty four (\$784.00) 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 twenty three (23) twenty five (25) twenty seven (27) and twenty nine (29) all in block number thirteen (13) in that part of the City of Lawrence known formerly 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 C. I. and Martha J. Miller 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 \$784.00 Dollars

according to the terms of One certain promissory note this day executed and delivered by the said C. I. & Martha J. Miller to the said party of the second part: to run for one year from date with interest at the rate of 6% per annum from date until paid payable semi-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 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 making such sale on demand to the said parties of the first part heirs and assigns.

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

Signed and delivered in presence of

L. H. Menger

C. I. Miller

(SEAL.)

Martha J. Miller

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas County } SS.

Be it Remembered, That on this 30th day of January, A. D. 1901, before me,

a Notary Public in and for said county and State, came C. I. Miller and Martha J. 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 subscribed my name set my hand and affixed my official seal on the day and year last above written.

My commission expires Sept 16 1904

L. H. Menger

Notary Public.

Recorded Jan 31 A. D. 1901, at 12⁰⁰ o'clock P.M.

H. D. Dorman

Register of Deeds.

Original Sub Book 35 Page 622