

MORTGAGE RECORD No. 38.

MORTGAGE-Standard Form. SAME, DODD WORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this 11th day of May in the year of our Lord, one thousand thirteen hundred and (but) between William Miller and Estella A. Miller, his wife, of Nakarusa in the County of Douglas and State of Kansas, of the first part, and Rebecca C. Purinton, as guardian of George R. Purinton, Clifford C. Purinton and Sidney W. Purinton, minors, of Lawrence, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of four hundred and ninety five ⁶⁵/₁₀₀ (\$495.65) 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 y of the second part her successors 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:

Begin at a point on the south line of the north-west quarter of section five (5) in township 13 of Range twenty (20) East of the 6th P.M. in Douglas County, Kansas; thence 6.80 chains east of the south-west corner of said quarter section; thence east on south boundary line of said quarter section 15.41 and $\frac{1}{3}$ chains; thence north 17.40 chains to the north boundary line of south half of said quarter section; thence west on said north boundary line of said south half of said quarter section 12.80 chains; thence south 10 chains to a stone; thence west 13.20 chains; thence south 9.47 chains to place of beginning: Containing 26.76 Acres more or less.

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 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 \$495.65 according to the terms of one certain promissory note this day executed and delivered by the said William Miller to the said part y of the second part

her successors and assigns, said note to bear interest at six percent per annum, interest payable 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 y of the second part her successors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; 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 of making such sales, and the overplus, if any there be, shall be paid by the part y making such sale, on demand, to the said William Miller, his, 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, Sealed and Delivered in Presence of

William Miller (SEAL)

Estella A. Miller (SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas COUNTY ss.

BE REMEMBERED, That on this 11th day of May A. D. 1901, before me

John A. Norton a Notary Public in and for said County and State, came

William Miller and Estella A. 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 July 9 1905

John A. Norton Notary Public

Filed for Record the 14 day of May A. D. 1901 at 3¹⁰ o'clock P.M.

W. S. Newman Register of Deeds

The following is enclosed on the original instrument.
The Note, Money, Cleared, having been paid in full.
This mortgage is hereby released and the lien thereby
discharged. As witness my hand this 31st day of May A. D. 1904.
W. S. Newman, Register of Deeds.

Recorded May 31st 1904.
W. S. Newman, Register of Deeds.

The following is enclosed on the original instrument.
In Consolidation of full payment of the within mortgage.