

MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. HAML DODSWORTH BOOK CO., LEAVENWORTH, KAN.

The following is endorsed on the original instrument.

The note herein described having been paid in full, this mortgage is released and the lien thereby created discharged.

A witness my hand this 15th day of Oct, 1901

Recorded—April 3 1926

Dea E. Vellman
Register of Deeds

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He also has a book 67- =

This Indenture, Made this Twenty second day of April in the year of our Lord, one thousand Nineteen
hundred and two, between D. P. Miller and Jennie Miller (his wife)
of Lawrence in the County of
Douglas and State of Kansas, of the first part, and Bertie Payne
of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Six hundred Dollars,

to them duly paid, the receipt of which is hereby acknowledged, ha^{ve} sold, and by these presents do — grant, bargain, sell and mortgage to the said part of of the second part her 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:

all of that part of the north fractional half (1/2) of the north west fractional quarter (1/4) of section nineteen (19) Township Twelve (12) Range twenty (20) lying east of the Union Pacific Railroad Co.'s right of way.

with all the appurtenances, and all the estate, title and interest of the said parcel of the first part therein. And the said

_____ 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

Six hundred Dollars

according to the terms of one certain note and ten coupons this day executed
and delivered by the said D. P. Miller and Jennie Miller to the said part of of the second part
her heirs or assigns.

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 be 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 of the second part her executors, 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 of making such sale, on demand, to the said D. P. 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

D. P. Miller (SEAL)

..... (SEAL.)

—(SEAL)

(2002)

STATE OF KANSAS, }
County of Douglas COUNTY } ss

BE IT REMEMBERED, That on this 13 day of April A. D. 1705, before me

John M. Newlin a Notary Public in and for said County and State, came

D. P. Miller and Jennie Miller

— 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*
written: *set my hand and affixed my official seal on the day and year last above*

My Commission Expires April 13th 1903

John M. Newlin
Notary Public

Filed for Record the 24th day of April, A. D. 1904, at 4⁵⁰ o'clock 4⁵⁰ M.

H. D. Somers Register of Deeds