

MORTGAGE RECORD No. 38.

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MORTGAGE Standard Form. SAM'L DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this Twenty fourth day of June in the year of our Lord, one thousand nineteen hundred and two, between Edward Miller and Marie Miller his wife of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and E. P. Baker

of the second part: Witnesseth, That the said parties of the first part, in consideration of the sum of Seven hundred 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 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:

Lots numbers Thirteen (13) and Fourteen (14) in block number twenty-two (22) of Sinclair's Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 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 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 Seven hundred dollars according to the terms of one certain mortgage note this day executed and delivered by the said parties of the first part to the said part of the second part

payable five years after date with interest in meantime at 6% semi-annually according to coupons attached to said note with privilege of paying 5% or any multiple thereof on principal money time any interest falls due. 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 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 costs 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 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, Sealed and Delivered in Presence of

Hugh Blair

Edward Miller (SEAL.)
Marie Miller (SEAL.)

STATE OF KANSAS,
County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 24 day of June A. D. 1902, before me

Hugh Blair a Notary Public in and for said County and State, came Edward Miller and Marie 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 set my hand and affixed my official seal on the day and year last above written.

My Commission Expires 28 Decr 1905 Hugh Blair Notary Public

Filed for Record the 25 day of June A. D. 1902, at 12 o'clock M.

G. F. Soman, Register of Deeds

The debt owing is entered on the original instrument. The note being in default having been paid in full. The mortgage is hereby released and the lien thereby created is discharged. Witness my hand this 22 day of April A.D. 1907. E. P. Baker, deceased. Centerville E. Conkle.

Recorded April 25 1907
A. W. Lawrence
Register of Deeds