

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form, JOURNAL CO., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 17<sup>th</sup> day of October in the year of our Lord Nineteen hundred and two, between Mary A. S. Miller and William S. Miller, her husband of the city of Lawrence in the County of Douglas and State of Kansas, of the first part, and Allegy Blair, of the second part:

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

to third duly paid, the receipt of which is hereby acknowledged, here sold, and by these presents do grant, bargain, sell and mortgage to the said part 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 number Eight, (8) in Wilder's Addition to the City of Lawrence and on the south east corner of Adams and Cypress Streets in the said City of Lawrence, Douglas County, Kansas.

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 owners of the premises, above granted, and seized of a good and infeoffable 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 Eighthundred Dollars

according to the terms of Four certain Prepaid Note this day executed and delivered by the said parties of the first part to the said part of the second part and payable as follows: \$100.00 in nine monthly installments, \$100.00 in eight months and \$100.00 in two years with interest semi-annually from date, 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; 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 the first part making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part of the first part has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Jennie Watt

Mary A. S. Miller, [SEAL]

William S. Miller, [SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 17<sup>th</sup> day of October A. D. 1902, before me

Jennie Watt, a Notary Public in and for said County and State, came Mary A. S. Miller and William S. Miller, her husband, 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 30<sup>th</sup> March 1904

Jennie Watt  
Notary Public

Filed for Record the 30<sup>th</sup> day of Oct. A. D. 1902 at 4<sup>th</sup> o'clock P. M.

L. B. Loman, Register of Deeds.

By Billie R. Loman, Deputy.

Recorded June 11, 1907.  
Register of Deeds.