

## MORTGAGE RECORD No. 42.

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This Indenture, Made this Twenty day of January in the year of our Lord, Nineteen hundred and Thirt between Charles C. Miller and Emma J. Miller, his wife of Douglas and State of Kansas, of the first part, and

W.D. Hoyt of Cambridge, New York of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Fifteen Hundred (\$1500) 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 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: The East Half in quantity of the following described piece of land, to wit: Commencing at a point 2 rods East of the South West corner of the South East quarter of Section No. Sixteen (16), in Township No. Eleven (11) South of Range No. Twenty (20) East of the 6th P.M., running thence North parallel with the West line of said South East quarter Section 16, 80 rods thence East parallel with the North line of said quarter section 16, 80 rods thence South to the West line of right of way of the Denver and Lawrence Branch of Union Pacific Railway thence South with the West line of said right of way 80 rods to South line of said quarter section 16, then East on said quarter section line 13 rods to place of beginning, containing 93 acres more or less. Also all of the following piece or parcel of land situate North of Mud Creek, the same being a corner off of the North East corner of the West half of the South East quarter of Section 16, in Township 11, South, of Range 20, East containing 2 acres more or less. The land hereby conveyed containing 95 and 1/2 acres of land.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles C. Miller and Emma 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 and that they will warrant and defend the same in the quiet and peaceable possession of the second party, his heirs and assigns forever, against all persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of

Fifteen 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 party of the second part

due in five years from date with interest from date to maturity, as evidenced by coupons attached thereto, and interest to maturity or default at the rate of ten percent per annum until fully paid in cash or by check or draft to above described party.

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; 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 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

Charles C. Miller [SEAL]

Emma J. Miller [SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 2nd day of February A. D. 1933, before me

Wm. J. Sinclair a Notary Public in and for said County and State, came

Charles C. Miller and Emma 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 and affixed my official seal on the day and year last above written.

My Commission Expires December 13<sup>th</sup> 1934

Wm. J. Sinclair  
Notary Public.

Filed for Record the 14<sup>th</sup> day of February A. D. 1933, at 2<sup>55</sup> o'clock P. M.

A. W. Armstrong Register of Deeds.

J. C. Herman Deputy.

(For Release See Book 41, Page 274)