

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. Copied by Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 29<sup>th</sup> day of August in the year of our Lord, *Thirteen hundred and four*, between *William Charles Miller and Mary E. Miller his wife* of *Lawrence* in the County of *Douglas* and State of Kansas, of the first part, and *Hugh Blair* of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of *One 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 party 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:

*Lots Numbers two hundred and fifty seven (257) two hundred and fifty nine (259) and two hundred and sixty one (261) in sub-division of South half of Block Number five (5) in North Lawrence, a part of the City of Lawrence, Douglas County Kansas.*

This Mortgage is registered on the original instrument. City note also on record. County clerk paid for full fee mortgage to County Release and the City Clerk's office. Registered 100 dollars they paid this 17<sup>th</sup> day of September 1906. Hugh Blair.

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 *One hundred Dollars*, according to the terms of *one* certain *Note* this day executed and delivered by the said parties of the first part, payable one year after date with interest thereon at 4% per annum until due and 10% after maturity or default.

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 party making such sale, on demand, to said parties of the first part heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of *Jennie Watt* *William Charles Miller* [SEAL] *Mary E. Miller* [SEAL]

STATE OF KANSAS, } ss. *Douglas County* BE IT REMEMBERED, That on this *29<sup>th</sup>* day of *Aug* A. D. *1906*, before me *Jennie Watt* a Notary Public in and for said County and State, came *William Charles Miller and Mary E. Miller his wife* to me personally known to be the same persons 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* 1908. *Jennie Watt* Notary Public.

Filed for Record the *11<sup>th</sup>* day of *July* A. D. *1906*, at *2:15* o'clock *P*. M. *W. Armstrong* Register of Deeds. Deputy.

Recorded Sept 17-1906. W. H. Armstrong Register of Deeds.