

MORTGAGE RECORD No. 43.

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

This Indenture, Made this 11th day of November in the year of our Lord, 1906
thousand and Six, between
Ella A. Rayhill and M. H. Rayhill, her husband of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Henrietta E. Miller of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Five Hundred (\$500.) 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 2d 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: Commencing at a point 20 Rods North of
the South West corner of Section No. 20, 3rd Township No.
12, South, of Range No. 20, East of the 6th P. M., running thence
East 70 rods, thence North 12 rods, thence West 70 rods, thence
South 12 rods, to place of beginning, containing three acres of
land, more or less.
Parties of the first part hereby agree to maintain insurance of
\$500. on the building, map on or to be erected on said
premises during the existence of this loan.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said
Ella A. Rayhill & M. H. Rayhill do hereby covenant and agree that
at the delivery thereof 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 and that they will warrant and defend
the same in the quiet and peaceable possession of the said second party, their 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
Five hundred Dollars.

according to the terms of no certain mortgage note this day executed
and delivered by the said parties of the first part to the said part 2d of the second part
owner for part purchase money, and due in three years from date, with
interest from date of maturity as evidenced by coupons attached thereto, and
interest after maturity or default at the rate of 10% per annum until
fully paid in cash or by periodic payments.
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 2d 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 party parties of the first part, their making such sale, on demand, to said
heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set their hands and seal the day and year first above
written.

Signed, Sealed and Delivered in Presence of

Ella A. Rayhill [SEAL]
M. H. Rayhill [SEAL]
[SEAL]

STATE OF KANSAS,

County of Atchison ss.

BE IT REMEMBERED, That on this 11th day of November A. D. 1906, before me

the undersigned a Notary Public in and for said County and State, came
Ella A. Rayhill and M. H. Rayhill, 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 June 5 - 1908

C. L. Cummings
Notary Public.

Filed for Record the 16th day of Nov. A. D. 1906, at 1:30 o'clock P. M.

Wm. L. Armstrong Register of Deeds.
By C. L. Cummings Deputy.

The following is evidence on the original instrument:
The note herein described was paid in full this mortgage
for money advanced, and the same money was discharged.
As witness my hand this 4th day of May A.D. 1908, W. L. Armstrong,
Register of Deeds.

Recorded Nov. 17, 1909
The following is evidence on the original instrument:
The note herein described was paid in full this mortgage
for money advanced, and the same money was discharged.
As witness my hand this 4th day of May A.D. 1908, W. L. Armstrong,
Register of Deeds.