

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOURNAL CO., PRINTERS, BINDERS AND BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this 15 day of November in the year of our Lord, one thousand nine hundred five, between John B. Miller and Jennie H. Miller his wife of Douglas in the County of _____ and State of Kansas, of the first part, and _____ of the second part:

Witnesseth, That the said part 1 of the first part, in consideration of the sum of Five Hundred fifty 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 2 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 Two (2) and North Fifteen (15) feet of Lot Number Three (3). North Fifteen (15) feet of Lot Number Four (4) and Lot Number Fourteen (14) in Block Number One Hundred forty six (146) Situated in the City of Eudora, According to Plat of said City on file in Office of Register of Deeds,

with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said John B. Miller & Jennie H. Miller his wife 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 and that they will warrant and defend the same against all claims whatsoever.

This Grant is intended as a Mortgage to secure the payment of the sum of

Five Hundred fifty Dollars according to the terms of a certain promissory note this day executed between and delivered by the said John B. Miller & Jennie H. Miller to the said part 2 of the second part

and note being given for the sum of Five hundred fifty and no Dollars dated November 15, 1904, due and payable in two years from date hereof, with interest thereon from the date thereof until paid, secured by this grant of said note, together with all the interest thereon, and the taxes or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount and this conveyance shall be void if such payments be made as 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 2 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 first part their heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

John B. Miller (SEAL.)
Jennie H. Miller (SEAL.)

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 15th day of November A. D. 1904, before me

the undersigned a Notary Public in and for said County, and State, came John B. Miller and Jennie H. 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 Oct. 2 1907

J. H. Lottholz Notary Public.

Filed for Record the 24 day of Nov. A. D. 1904, at 11 o'clock A. M.

W. H. Armstrong Register of Deeds.
By E. H. Armstrong Deputy.

*The following is Dubuque on the original instrument.
\$900.00 received by John B. Miller
the within signed promissory note for the sum of five hundred fifty
and no/100 Dollars, in full satisfaction of the taking foregoing
Charles Lottholz.*

*Recorded July 9, 1907.
W. H. Armstrong
Register of Deeds.*

*In consideration of full pay-
ment of the within mortgage*

attest