

MORTGAGE STANDARD FORM, JOHNSON, CO., PRINTERS, HURON AND BURLINGAME STS., LAWRENCE, KAN.

This Indenture, Made this Twenty-seventh day of November in the year of our Lord, Thirteen Hundred and seventeen, between Geo. Miller and Elizabeth Miller, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Wm. T. Sinclair of the second part:

Witnesseth, That the said part first of the first part, in consideration of the sum of Two Hundred and Fifty (\$250.) 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 second 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 No. Two (2), and the North Ten feet of Lot No. Three (3) in Block No. Fifteen (15) in Home Place Addition to the City of Lawrence,

Said parties of the first part hereby agree to maintain insurance of \$100. on the buildings now on or to be erected on said premises, for the benefit of said second party, his heirs or assigns, during the existence of this loan.

with all the appurtenances, and all the estate, title and interest of the said part first of the first part therein. And the said Geo. Miller & Elizabeth Miller 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 & defend the same in the quiet & peaceable possession of said second party, his heirs or assigns forever against all persons lawfully claiming the same. This Grant is intended as a Mortgage to secure the payment of the sum of \$250.

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 part second of the second part due in full from date with interest from date maturity as evidenced by coupons attached thereto, and interest after maturity or default at the rate of ten per cent per annum until fully paid in cash or by Sheriff sold to become described property.

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 second 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 second 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
Geo. Bruch

Geo. Miller [SEAL]
Elizabeth Miller [SEAL]
Elizabeth Miller [SEAL]

STATE OF KANSAS,
County of Douglas } ss.

BE IT REMEMBERED, That on this 30th day of November A. D. 1907, before me

The undersigned a Notary Public in and for said County and State, came Geo. Miller and Elizabeth 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 March 29th 1907

Joseph E. Riggs
Notary Public.

Filed for Record the 30 day of Nov. A. D. 1907 at 2³⁰ o'clock, P. M.

W. W. Armstrong Register of Deeds.
By E. B. C. Comstock Deputy.

First following is endorsed on the original instrument:
The sum of \$250.00 has been paid in full, this mortgage is hereby released and the parties thereto are discharged. As witness my hand this 29th day of November 1907.
Emily L. Grant

Recorded June 23 1908
By J. L. Lawrence
Notary Public

(For Assignment See Book 5 Page 46)