

## MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOURNAL CO., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this Twenty seventh day of November in the year of our Lord one thousand and seven hundred, between Jos 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 parties of the first part, in consideration of the sum of One Hundred (\$100) 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:

Lot No. Two (2), and the North 10 feet of Lot No. Three (3) in Block No. Fifteen (15), in Lane Place Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Jos 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 except a certain mortgage of \$250 to Wm T. Sinclair, dated November 22nd, 1907.

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 to the said party of the second part due in six months from date, with interest as evidenced thereby.

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 of the first part, his heirs and assigns.

IN WITNESS WHEREOF, The said part 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

Lena Urech

Jos Miller [SEAL]

Elizabeth Miller [SEAL]

mark [SEAL]

STATE OF KANSAS, }  
Douglas County } ss.

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

The undersigned a Notary Public in and for said County and State, came Jos 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 Nov. 29, 1909

Joseph E. Riggs Notary Public.

Filed for Record the 30 day of Nov. A. D. 1907, at 7 o'clock P.M.

Wm T. Sinclair Register of Deeds.  
By Elmer E. Armstrong Deputy.

The release following is endorsed on the original instrument. The note and mortgage have been cancelled and the same are hereby discharged. As witness my hand and seal this 4th day of February, 1910.

Recorded Mar. 4 1910  
Flaige & Lawrence