

## MORTGAGE RECORD No. 43.

MORTGAGE STANDARD FORM. JOURNAL CO. PRINTERS, MINNAPOLIS AND BANGS BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this 25<sup>th</sup> day of February in the year of our Lord, 1908,  
Seven Hundred and Eight, between C. S. Miller and Myrtle  
Miller, his wife of the City of Lawrence in the County of  
Douglas, and State of Kansas, of the first part, and \_\_\_\_\_ of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Seven 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 part 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 One hundred and thirty nine (139) on New York  
street in the City of Lawrence, Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 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 owner, 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

Seven Hundred Dollars  
 according to the terms of Two certain Notes this day executed  
 and delivered by the said Parties of the first part to the said part of the second part  
 Payable as follows: \$50.00 in twelve months and \$30.00 in 24 months with interest  
at 1% from date semi-annually until due & 1% after maturity till paid

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 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 making such sale, on demand, to said Parties of the first part - their  
 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

Hugh Blair

C. S. Miller

[SEAL]

Myrtle Miller

[SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 25<sup>th</sup> day of Feb., A. D. 1908, before me

Hugh Blair

a Notary Public in and for said County and State, came

C. S. Miller and Myrtle 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 28<sup>th</sup> Dec. 1909.

Hugh Blair

Notary Public.

Filed for Record the 26<sup>th</sup> day of Feb.

A. D. 1908, at 8<sup>25</sup> o'clock A.M.

W. Armstrong

Register of Deeds.

By Elie Armstrong Deputy.

The following is enclosing in the original instrument  
 a note having been paid in full this  
 mortgage is hereby acknowledged the same being  
 at Lawrence, Kan. this 25<sup>th</sup> day of February A.D. 1910  
 at that of C. S. Miller

Recorded Feb 28 1910  
 Floyd L Lawrence  
 Register of Deeds

The following is enclosed with this instrument  
 The note herein described having been paid in full this mortgage  
 is hereby released and the same being  
 at Lawrence, Kan. this 25<sup>th</sup> day of Feb. A.D. 1909  
 Recorded Feb 4 1910  
 Floyd L Lawrence  
 Register of Deeds