

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

This Indenture, Made this 10<sup>th</sup> day of May in the year of our Lord, 1911  
hundred and seven, between B. C. Miller and Mary E.  
Miller husband and wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
B. H. Cress

\_\_\_\_\_ of the second part:  
 Witnesseth, That the said parties of the first part, in consideration of the sum of One Hundred and Twenty Five 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<sup>s</sup> Number One Hundred Thirty Four (134) and One hundred Thirty six (136) in Block number Forty Two (42) in that part of the City of Lawrence known as West Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part ~~of~~ of the first part therein. And the said B. C. Miller & Mary E. Miller do hereby covenant and agree that at the delivery hereof they are the lawful owner ~~of~~ 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

One Hundred Twenty Five Dollars

according to the terms of One certain Note this day executed

and delivered by the said J. C. Miller & Mary E. Miller to the said part 4 of the second part dated May 10, 1907, payable two years after said date with interest at the rate of six per cent per annum payable annually or per two coupons attached to said note.

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 4 of the second part, two 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 4 making such sale, on demand, to said E. C. Miller & Mary E. Miller heirs and assigns.

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

*Signed, Sealed and Delivered in Presence of*

E. C. Miller. [SEAL]  
Mary E. Miller. [SEAL]  
[SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 2<sup>d</sup> day of March A. D. 1908, before me

Geo. A. Banks, a Notary Public in and for said County and State, came  
 S. C. Miller and Mary E. Miller his  
 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. 27<sup>th</sup> 1908

Geo. A. Banks,  
Notary Public.

Filed for Record the 11 day of March, A. D. 1908, at 8<sup>30</sup> o'clock A.M.

All Armingtons, Register of Deeds.  
 By Elsie C. Armington, D. puty.