

MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this First day of April in the year of our Lord thirteen
hundred and eight, between G. B. Miller and Florence
Miller husband and wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and _____ of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Two 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 2d of the second part her 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:

Lots Numbered One hundred and Eight (88) and One
hundred and Two (102) on Missouri Street in Block
Number Thirty Five (35) in that part of the City of Lawrence
known as West Lawrence according to a plat of west Lawrence
filed in District Court said County in an action wherein Giles
W. Kelley was plaintiff & Mary E. Miller & others were defendants.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said
G. B. Miller do hereby covenant and agree that
 at the delivery hereof he in 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

Two hundred Dollars

according to the terms of one certain note this day executed
 and delivered by the said G. B. Miller & Florence Miller to the said part 2d of the second part
payable two years after date with interest from date at the rate of six per cent per annum
payable semi annually according to the interest 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 2d of the second part, her 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 2d making such sale, on demand, to said G. B. Miller her
 heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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

G. B. Miller, [SEAL]

Florence Miller, [SEAL]

[SEAL]

STATE OF KANSAS.

County of Douglas } ss.

BE IT REMEMBERED, That on this _____ day of April A. D. 1905, before me,

Geo. A. Banks a Notary Public in and for said County and State, came
G. B. Miller and Florence Miller husband and 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. 27 - 1905

Geo. A. Banks Notary Public.

Filed for Record the 1 day of April A. D. 1905, at 2⁰⁰ o'clock PM.

A. W. Armstrong Register of Deeds.
By Geo. A. Banks Deputy.

The following is endorsed on the original instrument:
 The note herein described having been paid in full the mortgage
 is hereby released and the same being cancelled duly
 recorded in my book this 15th day of May A. D. 1907
Malinda Miller

Recorded Mar 15 1907
 Registered
 Registrar of Deeds

Said of Kansas, County of Douglas, City of Lawrence, that on this
 1st day of April A. D. 1905, before me, Geo. A. Banks, Notary Public
 in and for said County and State, came G. B. Miller and Florence Miller
 husband and 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.