

MORTGAGE RECORD No. 45.

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

This Indenture, Made this seventh day of June (June 7) in the year of our Lord one thousand
hundred and nine, between Mary E. Miller and W. C. Miller
her husband of Lawrence in the County of
Douglas and State of Kansas, of the first part, and Cornelia J. Haggard
of said Lawrence of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
(\$200.⁰⁰) 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 party 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:

Lot Thirty (30) New York Street in the City of
Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
Mary E. Miller and W. C. 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.

This Grant is intended as a Mortgage to secure the payment of the sum of
(\$200.⁰⁰) Two Hundred Dollars
 according to the terms of a certain Note this day executed June 7-1909

and delivered by the said Mary E. Miller and W. C. Miller to the said party of the second part
for the sum of Two Hundred Dollars (\$200.⁰⁰) payable in two
years from date, value received, with interest at 7% per cent per annum interest
payable semi-annually
 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, 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 party 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

Mary E. Miller [SEAL]

W. C. Miller [SEAL]

[SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 8th day of June A. D. 1909, before me,

C. G. Hauck a Notary Public in and for said County and State, came

Mary E. Miller and W. C. Miller, her husband

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 October 12 1909

C. G. Hauck Notary Public.

Filed for Record the 8th day of June A. D. 1909, at 3³⁰ o'clock P. M.

Floyd L. Lawrence Register of Deeds.

Deputy.

The following is endorsed on the original instrument:
 The mortgagee hereon has received from the mortgagor the sum of two hundred dollars (\$200.00) and the same has been thereupon disbursed as charged.
 As witness my hand this 18th day of September A.D. 1911
 Cornelia J. Haggard

Recorded Jan 18 1911
 Floyd L. Lawrence
 Register of Deeds

Recorded Jan 21 at 1911