

This Indenture, Made this 15th day of September in the year of our Lord, one thousand nine hundred and nine (1899) between _____

Between Lester C. Miller, single
of _____ in the County of Douglas and State of Kansas, of the first part, and
Peoples State Bank, Lawrence, Kansas of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Four Thousand (\$4000.00) and no/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do^{es} grant, bargain sell and mortgage to the said party of the second part, his heirs 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:

The North West Quarter ($\frac{1}{4}$) of Section Ten (10), Township
Thirteen (13), Range Nineteen (19), East of the sixth Principal
Meridian subject to the Right of Way taken for the
St. Louis, Lawrence and Denver Rail Road Company.

with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said Lester C. Miller, single doe hereby covenant and agree that at the delivery hereof, he is 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, and that he will warrant and defend the same against all claims whatsoever. This Grant is intended as a MORTGAGE to secure the payment of the sum of Four thousand (\$4,000.00) and 7/10 Dollars, according to the terms of one certain promissory note this day executed by the said

Lister C. Miller, single, to the said party of the second part. Said note being given for the sum of Four thousand (\$4000.00) and no/100 Dollars, dated September 15th 1904 due and payable in five (5) years from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said party of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mortgagee, in the sum of Eighteen hundred (\$1500.00) DOLLARS, in any insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the party of the first part, and the expense of such taxes and accruing penalties, interests and costs, and insurance, shall from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not at the option of the party of the second part; and it shall be lawful for the party of the second part to

shall be due and payable or not at the option of the party of the second party; and it shall be lawful for the party of the second party itself ~~to~~ assign and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second party itself ~~to~~ assign and assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale on demand, to the said Lester C. Miller, his heirs and assigns.

IN TESTIMONY WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of _____

Lester C. Miller (SEAL)
 _____ (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 16th day of September A. D. 1909, before me Frank C. Banks a Notary Public in and for said County and State came Lester C. Miller, single, 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires November 11, 1940 LP Frank E. Banks Notary Public

Filed for Record the 16th day of Sept A. D. 1909, at 11¹⁰ o'clock 9 M.

By _____ Deputy. _____
Register of Deeds.

The following is referred to in the original instrument:

The note herein described having been paid in full, this certificate is hereby released and the same hereby created discharged. As witness my hand this 1st day of March, A. D. 1911.

(Comp. Seal)

Decker State Bank
By W. Brownless Ch.

Recorded April 15, 1912
 Wm. J. Lawrence
 Registrar of Deeds
 R. M. McConell, Deputy