

State of Kansas, County of Douglas, SS. Be it remembered that on this I day of April A.D. 1909, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came ^{her husband} Lula C. Don Carlos & Harry E. Don Carlos who are personally known to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and notarial seal the day and year above written.

My commission expires Dec. 11 1911 (SEAL) U.S.G. Plank; Notary Public.

recorded April 5 A.D. 1909 at 11 A.M.

Floyd L. Lawrence

Register of Deeds.

This Indenture, Made this 17th day of March A.D. 1909, between Orrin L. Miller and Isabel Miller, his wife, Of the County of Wyandotte and State of Kansas, party of the first part, and The Kansas Trust Company, a corporation under the laws of Kansas, Located at Kansas City, Wyandotte County, Kansas party of the second part.

Witnesseth, that the said party of the first part, in consideration of the sum of Two Thousand Eight Hundred and no/100 Dollars in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey, and confirm to the said party of the second part, its successors and assigns, the following described real estate in the County of Douglas and State of Kansas, to-wit:

The North One Half ($\frac{1}{2}$) of the South West Quarter ($\frac{1}{4}$) of Section Eight (8) Township Thirteen (13), Range Twenty (20) in Douglas County, Kansas,

To Have And To Hold the same, with the appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever; the intention being to convey an absolute title in fee to said premises.

And the said Orrin L. Miller and Isabel Miller, his wife, hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

Provided However, that if the said party of the first part shall pay or cause to be paid, to the said party of the second part, its successors and assigns, the principal sum of \$2800.00 in payments as follows: One note of even date, herewith due in Five (5) years with privilege granted parties of the first part of paying \$100.00 or any multiple thereof at any interest paying period after one year, with interest at the rate of six per cent per annum, payable on the 17th day of September and March in each year, together with interest at the rate of ten per cent per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due and payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said Orrin L. Miller and Isabel Miller, his wife and payable at the office of The Kansas Trust Company, in Kansas City, Kansas; and shall perform all and singular the covenants herein contained; then this mortgage to be void, otherwise to remain in full

*(The following is enclosed on the original instrument)
Recorded Oct 19 1910
Floyd L. Lawrence
Register of Deeds
of the State of Kansas
and authority of the Register of Deeds of Douglas County
Kansas, to acknowledge same of record.
to be signed by the President and its official seal to be affixed this 17th day of April A.D. 1909
1910
By (F.L.L.)
Floyd L. Lawrence, Notary Public*