

## MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Drovers and Mack Book Makers, LAVERGNE, KAN.

This Indenture, Made this 17th day of January in the year of our Lord nineteen  
hundred Twelve, between Mary E. Miller and H. C. Miller  
her husband of \_\_\_\_\_ in the County of \_\_\_\_\_  
 and State of Kansas, of the first part, and  
C. T. Citizens State Bank, of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Seven Hundred and Fifty (\$750) 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 of the second part its 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 Number Twenty (20) on New York Street in the City  
of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part part of the first part therein. And the said  
Mary E. Miller and H. C. Miller do—hereby covenant and agree that  
 at the delivery hereof they are the lawful owners 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  
Seven Hundred Fifty Dollars  
 according to the terms of one certain note this day executed  
 and delivered by the said Mary E. Miller and H. C. Miller to the said part of of the second part  
payable at The Citizens State Bank in four years, interest  
at 7%

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 of of the second part, its 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 of making such sale, on demand, to said Mary E. Miller, her  
 heirs and assigns.

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

Signed, Sealed and Delivered in presence of

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

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 17th day of January A. D. 1912, before me,

C. H. Sparr a Notary Public in and for said County and State, came  
Mary E. Miller and H. C. Miller

to me personally known to be the same  
 persons 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 16 1915 C. H. Sparr Notary Public.

Filed for Record the 17 day of Jan A. D. 1912, at 5 o'clock P M.

Flayed L. Lawrence Register of Deeds.  
 Deputy.

The following is entered on the original instrument  
 Received from M. O. Whipple \$750.00 full satisfaction within  
 mortgage and in street register of Books to Miller mortgage  
 Book B. Page 3  
 Executive State Bank to Keating

Recorded July 6 1912  
 C. T. Citizens State Bank  
 Register of Deeds

Not assigned New Book 54 Page 588