

# MORTGAGE RECORD No. 49.

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

This Indenture, Made this 27<sup>th</sup> day of August in the year of our Lord nineteen  
hundred and twelve, between Albert Miller and Lillie Miller, his  
wife of Endora in the County of

Douglas and State of Kansas, of the first part, and  
The Trustees of Endora Lodge #42 A. O. U. W. of Endora, Kansas of the second part:

Witnesseth, That the said part ies of the first part, in consideration of the sum of  
Eleven hundred DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, ha<sup>ve</sup> sold, and by these presents do grant, bargain, sell and mortgage  
to the said part 4 of the second part their 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 half (1/2) of the South East Quarter (1/4) of Section  
number Thirty Four (34) Township Thirteen (13) Range  
Twenty one (21) County and State aforesaid, containing Eight  
(8) acres more or less

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said  
Albert Miller and Lillie Miller do hereby covenant and agree that  
at the delivery hereof they are the lawful owner<sup>s</sup> 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  
Eleven hundred Dollars

according to the terms of One certain note this day executed  
and delivered by the said to the said part ies of the second part

payable five years after date, interest 5 per cent per annum  
payable 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 part ies of the second part, their 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 ies making such sale, on demand, to said Albert Miller and Lillie Miller, their  
heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part ha<sup>ve</sup> hereunto set their hand and seal the day and year first above  
written.

Signed, Sealed and Delivered in presence of  
E. J. Richards [SEAL]  
Albert Miller [SEAL]  
Lillie Miller [SEAL]

STATE OF KANSAS,  
Douglas County } ss.

BE IT REMEMBERED That on this 27<sup>th</sup> day of August A. D. 1912 before me,  
E. J. Richards a Notary Public in and for said County and State, came

Albert Miller and Lillie Miller, his wife  
to me personally known to be the same  
person<sup>s</sup> 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 April 4<sup>th</sup> 1914 E. J. Richards Notary Public.

Filed for Record the 3 day of Sept A. D. 1912, at 9<sup>25</sup> o'clock A. M.  
Lloyd L. Lawrence Register of Deeds.  
Deputy.

The following is referred to in the original instrument:  
Mortgage bonds described having been paid in full, this mortgage is hereby released and the  
same being satisfied discharged. At witness my hand this 27<sup>th</sup> day of August, A. D. 1912.  
E. J. Richards  
Notary Public  
Recorded Sept 10<sup>th</sup> 1912  
E. J. Richards  
Register of Deeds