

## Mortgage Record No. 52.

This Indenture, Made this Ninth day of June in the year of our Lord  
Thirteen hundred and thirteen, between Eliza Miller, a widow of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and Wm T Sinclair of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of  
Two Hundred DOLLARS,  
to her duly paid, the receipt of which is hereby acknowledged, hath sold, and by these presents doth grant, bargain, sell  
and mortgage to the said party of the second part, his 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:

Lots Nos. One hundred and nine (109) and One hundred and eleven (111) on the west side of  
Alabama street in Block No Thirty six (36) in that part of the City of Lawrence known as  
West Lawrence, as per plat on file in the office of the Clerk of the District Court in  
and for Douglas County, Kansas, dated September 24, 1869 in a suit wherein Giles F. Filley  
was plaintiff and Mary A. Walker and others were defendants

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said  
Eliza Miller  
doth hereby covenant and agree that at the delivery hereof, she 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 she will warrant  
and defend the same in the quiet and peaceable possession of said 2nd party, his heirs  
and assigns against the lawful claims of all persons whomsoever,

This Grant is intended as a Mortgage to secure the payment of the sum of  
Two Hundred dollars  
according to the terms of one certain promissory note this day executed:  
and delivered by the said Parties of the first part to the said party of the second part  
due in 3 years from date with interest from date to maturity as evidenced by coupons  
attached thereto, and after maturity at the rate of 10%

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 there-  
of, 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, his executors, adminis-  
trators 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 heirs and assigns.  
IN WITNESS WHEREOF, The said party of the first part hath hereunto set her hand and seal the day and  
year first above written.

Signed, Sealed and Delivered in presence of

Eliza Miller (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.  
BE IT REMEMBERED, That on this 11th day of June A. D. 1913, before me,

Joseph E. Riggs a Notary Public in and for said County and State, came

Eliza Miller 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 Mch 30 1917 Joseph E. Riggs Notary Public.

Filed for Record the 12th day of June A. D. 1913, at 10 o'clock A. M.

Alfred L Lawrence Register of Deeds.  
R. M. Mc Connell Deputy.

(For Release see Book 51, Page 634)

(For Partial Release see Book 51 Page 330)

(For Assignment see Book 51 Page 160)