

MORTGAGE RECORD NO. 55.

This Indenture, Made this 24th day of January in the year of our Lord nineteen hundred and Eighteen, between Mary H. Miller and William T. Miller, her husband, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and M. & B. Bishop of the second part:

WITNESSETH, That the said part all of the first part, in consideration of the sum of Twenty-five hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha all sold, and by these presents do grant, bargain, sell and mortgage to the said part of 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: Lot number Eight (8) in Addicks Addition to the City of Lawrence in said County and State

The mortgagor agree to keep the buildings on premises insured against fire, lightning and windstorm to the extent of their insurable value, in a company or companies approved of by this mortgage with mortgagee, and attached making loss payable to all mortgagee, as agent, as interest may appear, and failing to do so holder of mortgage may here same insured and the cost of adding added to the mortgage.

with all the appurtenances, and all the estate, title and interest of the said part all of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 Twenty-five hundred Dollars according to the terms of one certain Note this day executed parties of the first part and delivered by the said parties of the first part to the said part of of the second part Payable five years after date with interest thereon according to terms of said note and coupons thereto attached.

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment for 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, his 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 sale, and the overplus, if any there be, shall be paid by the part of making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part all of the first part ha all hereunto set their hand s and seal s the day and year first above written.

Signed, Sealed and Delivered in presence of Mary H. T. Miller (SEAL) William T. Miller (SEAL) Hugh Blair (SEAL)

STATE OF KANSAS, } ss. Douglas County }
BE IT REMEMBERED, That on this 30th day of January A. D. 1918, before me, Hugh Blair a Notary Public in and for said County and State, came Mary H. T. Miller and William T. Miller, her husband to me personally known to be the same person s 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 21st Decr. 1921 Hugh Blair Notary Public.

Filed for Record the 1st day of February A. D. 1918, at 9⁴⁰ o'clock A. M. Estelle H. Hordrup Register of Deeds. Gene Flood Deputy.

The following is an index on the original instrument.
The note herein referred to having been paid in full, this mortgage is hereby released and the lien thereby created is discharged.
As witness my hand this 24th day of January A.D. 1918
M. & B. Bishop
Jennie Webb
Recorded Dec. 21 - 1926
Mar. 6 - 1927
W. C. McGowan