

MORTGAGE RECORD

This Indenture Made this Twenty-fourth day of December in the year of our Lord one thousand nine hundred seventeen (1917) between F. D. Miller and Edith C. Miller, his wife, of in the County of Douglas and State of Kansas, of the first part, and A. M. Means of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Five Thousand and no 00 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 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: The Northwest Quarter (4), Section Eleven (11), Township Thirteen (13), Range Eighteen (18), and also Beginning at the Northeast corner of the Southwest Quarter (4), Section Eleven (11), Township Thirteen (13), Range Eighteen (18); thence running West Twelve and Seventeen hundredths (12 17) chains; thence South to Center of Channel of Wakarusa Creek; thence East by the Channel of said Creek to the East line of said Quarter (4) Section; thence North to Beginning

with the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said F. D. Miller and Edith C. Miller, his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner s of the premises abovegranted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Five Thousand and no 00 DOLLARS,

according to the terms of one certain promissory note, this day executed by said F. D. Miller and Edith C. Miller, his wife, to the said part of of the second part; said note being given for the sum of Five Thousand and no 00 DOLLARS,

dated December Twenty-fourth, 1917, due and payable in Five year s from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and five coupons of 250 dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part ies of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of Nine Hundred and no 00 DOLLARS,

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part ies of the first part, and the expense of such taxes and accruing penalties, interests and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part ies of the second part, and all sums paid by the part ies of the second part for insurance, shall be due and payable or not, at the option of the part ies of the second part: and it shall be lawful for the part ies of the second part his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not, at the option of the part ies of the second part, his executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due of or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the part ies making such sale, on demand, to the said F. D. Miller, his heirs and assigns.

IN TESTIMONY WHEREOF, The said part ies of the first part have hereunto set their hand s and seal s the day and year last above written.

Signed, sealed and delivered in presence of

F. D. Miller (SEAL)
Edith C. Miller (SEAL)

STATE OF KANSAS } ss.
Douglas County }
BE IT REMEMBERED, That on this 24 day of December A. D. 1917, before me, Frank E. Banks a Notary Public in and for said County and State, came F. D. Miller and Edith C. Miller, his wife to me personally known to be the same person s who executed the foregoing instrument of writing, 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. 8th 1918 Notary Public.
This instrument was filed for record on the 24 day of December A. D. 1917, at 205 o'clock P. M.

Estelle Northrup Register of Deeds.
By _____ Deputy.

This mortgage is recorded in full, this mortgage is hereby released and the same thereby cancelled. As witness my hand this 24th day of December A. D. 1917.
A. M. Means
Recorded April 15th 1919
Estelle Northrup Register of Deeds.

Recorded April 15th 1919
Estelle Northrup Register of Deeds.
(The following is endorsed on the right of instrument)
This mortgage is recorded in full, this mortgage is hereby released and the same thereby cancelled. As witness my hand this 24th day of December A. D. 1917.
A. M. Means