

# MORTGAGE RECORD NO. 58

This Indenture, Made this Twentieth day of March in the year of our Lord nineteen hundred and nineteen between Archie A Miller and Bora Miller (surfs) of Laurance in the County of Douglas and State of Kansas, of the first part, and Frank Brown of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Nine hundred 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 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:

Lot Nine (2) Ten (10) and Eleven (11) Block Two (2) of Bramane Sub-division of Block Fifteen (15) Babcock Enlarged Addition to the City of Laurance, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Archie A Miller and Bora Miller do hereby covenant and agree that at the delivery hereof they are 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Nine hundred Dollars according to the terms of one certain note this day executed and delivered by the said Archie A Miller and Bora Miller to the said party of the second part his heirs and assigns.

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 party 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 party making such sale, on demand, to said Archie A Miller heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Archie A Miller (SEAL)  
Bora Miller (SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 21 day of March A. D. 1919, before me, John M. Newlin a Notary Public in and for said County and State, came Archie A Miller and Bora Miller of which Archie A 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 March 20 1922

John M. Newlin Notary Public

Filed for Record the March 21 day of March A. D. 1919, at 2 o'clock P.M.  
Edwille W. Brown Register of Deeds  
Gene H. Hara Deputy.

The following is endorsed on the original instrument.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged.

As witness my hand this 18 day of Sept A. D. 1922

Attest: Archie Miller

Recorded Sept 19 1922

For Assignment See Book 62 Page 570

PEOPLE'S STATE BANK