

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 24 day of  
January A.D. 19 46 At 4:30 P. M.*Harold A. Beck*  
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 24th day of January in the year of our Lord nineteen hundred  
and forty-six between Esther G. Miller and Carl D. Miller, husband and wifeof Lawrence in the County of Douglas and State of Kansas  
of the first part, and Winifred Benander

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
five thousand 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 her 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 N 45 feet of Lot #166 on Ohio Street in the City of Lawrence

Douglas County, Kansas also known as 1106 Ohio Street

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
Esther G. Miller and Carl D. Miller, husband and wife  
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 incumbrancesThis grant is intended as a mortgage to secure the payment of ~~XXXXXXX~~  
Five thousand Dollars, according to the terms ofa certain promissory note this day executed and delivered by the said  
Esther G. Miller and Carl D. Miller  
to the said party of the second part Winifred Benanderand this conveyance shall be void if such payments be made as herein specified. But  
if default be made in such payments, 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 her 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 sale to retain the amount then due for principal and interest, to-  
gether 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 parties of the first part their heirs and assignsIN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day  
and year first above written.

Signed, sealed and delivered in presence of

Esther G. Miller (SEAL)

Carl D. Miller (SEAL)

STATE OF KANSAS, } DE IT REMEMBERED, That on this 24th day of January  
County of Douglas } ss.  
A.D. 1946 before me the undersigned Deputy clerk of the District Court  
came Esther G. Miller and Carl D. Miller, husband and wife(OFF  
SEAL)to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowl-  
edged 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 19 Alice Walls  
Deputy Clerk of the District Court

## RELEASE

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

As Witness my hand, this 28 day of July A.D. 19 46.

Attest:

*Winifred Benander*This release  
was written  
on the original  
mortgageentered  
this 28 day  
of July  
19 46*Harold A. Beck*  
Reg. of Deeds*W. Benander*  
Deputy