

This Indenture, Made this 30 day of May in the year of our Lord one thousand eight hundred and eighty seven, between Albert G. Menger unmarried of Lawrence in the County of Douglas and State of Kansas, of the first part and Bertha Menger of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of Thirteen hundred (\$1300) Dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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:

Lot No. one hundred and Twenty one (121) on Rhode Island Street and the South half of Lot No. Forty Two (42) on Massachusetts Street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Albert G. Menger does hereby covenant and agree that at the delivery hereof he 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 encumbrances except a prior mortgage to Lombard Investment Company on S¹/₂ Lot 42 Massachusetts Street Lawrence.

This Grant is intended as a Mortgage to secure the payment of the sum of Thirteen hundred Dollars (\$1300) according to the terms of one certain note this day executed and delivered by the said Albert G. Menger to the said party of the second part: payable in Five years with interest at 7% per annum payable semi-annually, 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, appraisement hereby waived or not at the option of the party of the second part, his executors,

The following is endorsed on original instrument:
Received of Albert G. Menger, the Mortgagor within named the sum of Thirteen hundred dollars in full satisfaction of the within Indenture of Mortgage.
for principal and interest before me
on 30th day of May 1887
English hundred and thirty 11/10/87

By A. W. Carman, Deputy
Recorder Oct 24, 1887 at 3 o'clock P.M. James Brooks Register of Deeds

See Book 122 Page 448 for Partial release (Lot 121 & 122)