

(THE FOLLOWING IS ENDORSED ON THE ORIGINAL INSTRUMENT)

1892

Sept. 2

Received of Samuel Lee the within named Mortgagors,
the sum of One hundred & forty and no Dollars, in full
satisfaction of the within Mortgage.

E. F. Menger

Recorded Oct. 24 1894

Wm. C. Armstrong
Register of Deeds
Gwendale Esterhuysen

This Indenture, Made this Seventh day of March in the year of our Lord one thousand eight hundred and eighty eight between Samuel Lee and Emma Lee his wife of Lawrence in the County of Douglas & State of Kansas, of the first part, and E. F. Menger of the second part, Witnesseth, That the said parties of the first part, in consideration of the sum of One hundred and Forty 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 Twenty Three (23) in addition Six (6) and the East half (1/2) of Lot Thirty Seven (37) in addition Five (5) in that part of the City of Lawrence known as North Lawrence in Douglas County Kansas.

Subject however to one certain Mortgage made in favor of Frank H. Blarney of Boston Mass. by said parties of the first part to secure the payment of Six hundred () dollars with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Samuel Lee & Emma Lee his wife do hereby covenant and agree that at the delivery hereof they the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all encumbrances except one certain Mortgage made in favor of Frank H. Blarney as described above.

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and Forty Dollars according to the terms of one certain Promissory Note this day executed and delivered by the said Samuel Lee & Emma Lee his wife to the said party of the second part, 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, & the whole amount shall become due and payable, and it shall be lawful for the said party of the second part his executors, administrators & 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, administrators or assigns: 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 surplus, if any there be, shall be paid by the party making such sale, on demand, to the said Samuel Lee or his heirs and assigns.