

seal on the day and year last above written.

E. B.

My Commission Expires 25 Dec. 1893

Recorded Oct 5. 1890 at 3⁵⁰ o'clock P.M.

Hugh Blair

Notary Public

James Brooks

Register of Deeds

The following is endorsed on the original instrument:
 The note secured by the within mortgage having been secured by a new mortgage of date March 13th, 1893 on the South half of Lot 42, Margaretville St. in Lawrence, this mortgage is hereby discharged by order of the Board of Directors of the Kansas Building & Loan Association, formerly the Kansas National Building & Loan Association, this 15th day of March 1893.
 J. T. Sinclair
 Secy.
 Recorded March 18th 1893
 J. T. Sinclair
 Secy.

This Indenture, Made this 1st day of October in the year of our Lord one thousand eight hundred and ninety between Ottilie Menger (formerly Ottilie Buehl, sole surviving heir of John A. Buehl, deceased) and Albert W. Menger, her husband of the City of Lawrence County of Douglas and State of Kansas, of the first part, and The Kansas National Building and Loan Association of Lawrence, Kansas, of the second part. Witnesseth, that the parties of the first part, in consideration of the sum of One Thousand Dollars, to them duly paid, have sold and by these presents do grant and convey to the said party of the second part, and assigns all that tract or parcel of land situated in the County of Douglas and State of Kansas, and described as follows, to wit: Lot No Ninety one (91) on New York Street, in the City of Lawrence with the appurtenances and all the estate, title and interest of the parties of the first part therein; and the said parties of the first part do here by covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, 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 in the quiet and peaceable possession of the said party of the second part, and assigns forever.

This Grant is intended as a Mortgage to secure the payment and the full performance of all the obligations and conditions of a certain Bond this day executed by the said parties of the first part to the said Kansas National Building and Loan Association, for the payment of \$1000. as therein provided; and upon the prompt performance of all said conditions of said bond by the parties signing the same, this conveyance shall be void. But if default be made in the performance of any of the conditions of said bond, or in the making of any payments therein provided when the same shall be due; or if the taxes and assessments of every nature which are assessed or levied against said premises are not paid at the time when the same are by law made due and payable, then upon the happening of any said failures, the whole of said sum of \$1000, together with such fines and penalties as shall accrue under the by-laws of said Association, shall immediately become due and payable, and it shall be lawful for the said party of the second part, or assigns, at any time