

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 11 day of March in the year of our Lord one thousand eight hundred and ninety two between Anna Murphy and Addison Murphy her husband of Lawrence in the County of Douglas and 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 Sixty five 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 No Fifty Six (56) on New Jersey Street Lawrence Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Grantor do hereby 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

This grant is intended as a Mortgage to secure the payment of the sum of

Sixty five according to the terms of One certain Note this day executed and delivered by the said Anna Murphy and Addison Murphy 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, 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, appraisal hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out of all moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Anna Murphy heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

L. A. Steele

Annie Murphy (SEAL)
Addison Murphy (SEAL)
mark (SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 11 day of March, A. D. 1892, before me L. A. Steele, a Notary Public in and for said County and State, came Anna Murphy and Addison Murphy her husband to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires June 18 1894

Recorded March 12 A. D. 1892, at 10 o'clock A. M.

L. A. Steele Notary Public.

James Brooks Register of Deeds

The following is a copy of the original instrument
For Value received I hereby release the within
Mortgage this 16th September 1893.
E. F. Menger

Recorded July 14th 1900. By E. F. Menger Register of Deeds.
By E. F. Menger, Atty in fact