

Henry Cope and Eliza Cope his wife 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 subscribed my hand and affixed my official seal on the day and year last above written



O. Y. Richards

Notary Public

My commission expires March 6th 1897

Recorded Sept. 2. 1893 at 5^o o'clock P.M.

James Brooks
Register of Deeds

This Indenture, Made this 9th day of September in the year of our Lord one thousand eight hundred and ninety three between Mm Mollenzeim and Francis Mollenzeim his wife of the County of Douglas, and State of Kansas, of the first part, and C. F. Menger of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of (\$100⁰⁰) One Hundred Dollars to them duly paid have sold and by these presents do grant and convey to the said party of the second part his heirs and assigns, all that tract or parcel of land situate in the County of Douglas, and State of Kansas, and described as follows, to-wit: Lots No (111) One hundred eleven (113) One hundred thirteen + (115) One hundred fifteen on Indiana St. in Blk. No (39) Thirty nine of West Lawrence in the City of Lawrence. with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. Subject to one mortgage of \$300⁰⁰ to Mm. J. Towne

This Grant is intended as a Second Mortgage, Mortgage to secure the payment of the sum of (\$100⁰⁰) One Hundred Dollars according to the terms of one certain promissory note this day executed and delivered by the said party of the first part to the said party of the second part, and this conveyance shall be void if such payment be made as herein specified. But if default be made in said payment, or any part thereof, as provided, then 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, and out of all the moneys arising from such sale, to retain the amount then due for principal and interest, together with the costs and charges of making such sale and a reasonable attorney's fee for foreclosure, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to the said party of the first part, their heirs or assigns.

The following is enclosed as the original instrument.
The note herein described having been paid in full
this mortgage is hereby released and the lien thereby created
discharged. Dated July 17-1900.

C. F. Menger
by C. F. Menger atty in fact -
Recorded July 17-1900.
J. H. Menger & Son, Attorneys at Law, 100 N. 1st St., Lawrence, Kan.