

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this fifth day of September in the year of our Lord one thousand eight hundred and ninety four between Daniel Stone and Lucy Stone his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Ottomar Menger of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Hundred (\$200.00) 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 number forty four (44) Pinekey Street in the City of Lawrence according to the survey plat and map of said city.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Lucy Stone do hereby covenant and agree that at the delivery hereof she 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 incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Two Hundred Dollars according to the terms of one certain coupon note this day executed and delivered by the said parties of the first part to the said party of the second part: payable on the 5th day of September 1897, with interest at ten per cent per annum payable semi annually, per coupons attached to said note

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, 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 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 Lucy Stone her heirs and assigns.

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

Signed and delivered in presence of

Lucy Stone (SEAL.)Daniel Stone (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 5 day of September, A. D. 1894, before me Chas Chadwick a Notary Public in and for said County and State, came Lucy Stone and Daniel Stone husband & 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires Sept 11 1895 Chas Chadwick Notary Public.
Recorded Sept 7 A. D. 1894, at 4:15 o'clock P.M. Douglas Co. Mo.

James Brooks
Register of Deeds.

The note secured by the mortgage herein recorded has been paid in full and said mortgage hereby released and the lien thereby created hereby discharged. As witness my hand this 9th day of September A.D. 1897

By Ottomar Menger his Attorney in fact

Witness James Brooks Register of Deeds