

This Indenture, Made this 7th day of November in the year of our Lord one thousand eight hundred and ninety four between Lizzie Brown an unmarried woman of Lawrence in the County of Douglas and State of Kansas of the first part, and C. F. Menger of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One Hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell grant, bargain, sell and mortgage to the said party of the second part her 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 Twenty (20) Block No Two (2) Raylors Addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part 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 One Hundred Dollars according to the terms of One certain 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 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 her 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 her 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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Lizzie Brown her heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

L. J. Steele

Lizzie Brown

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 5 day of December, A. D. 1894, before me, L. J. Steele, a Notary Public in and for said County and State, came Lizzie Brown

to me personally known to be the same person 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 Dec 5 A. D. 1894 at 9 o'clock P M.

L. J. Steele

Notary Public

James Brooks

Register of Deeds

The following is indorsed on the original instrument of the note herein described, having been paid in full, this mortgage is hereby released, and the same hereby created discharged. As witness my hand this 5 day of November A.D. 1894

C. F. Menger
by C. A. Menger

Atty in fact

Recorded November 5th 1896

James Brooks
Register of Deeds



The following is indorsed on the original instrument