

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 2nd day of July in the year of our Lord one thousand eight hundred and ninety Six between Alice Gibson a widow 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 party of the first part in consideration of the sum of Ninety two and 50/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do LL 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 (9) Nine in Addition No. (5) Five, in that part of the City of Lawrence known as North Lawrence,

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Alice Gibson 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 Ninety two and 50/100 Dollars according to the terms of One certain coupon note this day executed and delivered by the said Alice Gibson to the said party of the second part: Payable in (3) three years or before from date

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 therefor, 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, appraisement 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 of the first part Alice Gibson, 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.

sealed
Signed and delivered in presence of

Alice Gibson (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 2 day of July, A. D. 1896, before me, James Brooks, a Notary Public in and for said County and State, came Alice Gibson

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 November 1st 1897

Recorded July 2 A. D. 1896 at 2 o'clock P. M.

James Brooks
Notary Public.
James Brooks
Register of Deeds.

The following is witnessed on the original instrument
The note herein described having been paid in full this Mortgage
is hereby released and the land thereby created discharged
As Witness my hand this 25th day of October A.D. 1899.
Ottomar Menger
By C. A. Menger Atty in fact
Recorded October 25th 1899
Register of Deeds

L.D.