

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 12<sup>th</sup> day of September in the year of our Lord one thousand eight hundred and ninety six, between Elizabeth L. Williams, formerly Elizabeth Draper, and Johnson Williams, her husband, of the first part, and Ottoman Menger of the second part.

Witnesseth, That the said part 1st of the first part in consideration of the sum of One hundred and two (\$102.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and convey to the said party of the second part his heirs and assigns forever, all that tract or parcel of land situate in the County of Douglas and State of Kansas, described as follows, to-wit: and Lots (49) Forty-nine, (51) Fifty-one, (53) Fifty-three in Block (10) ten in that part of the city of Lawrence, known as West Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said do hereby covenant and agree that at the delivery hereof 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 and two Dollars (\$102.00) according to the terms of two certain promissory notes of \$32.00 + one of \$30.00 this day executed and delivered by the said parties 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 said 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 part of the second part 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 parties of the first part, their heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

J. L. Steele  
Fred Brooks

Elizabeth L. Williams (SEAL.)  
Johnson Williams (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
Douglas County

-Be it Remembered- That on this fourteenth day of September, A. D. 189 6, before me, James Brooks, a Notary Public in and for said County and State, came Elizabeth L. Williams and Johnson Williams

to me personally known to be the same persons who executed the above instrument, and duly acknowledged the execution of the same to be their voluntary act and deed

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

My commission expires November 4, 1897  
Recorded Sept 30 A. D. 189 6, at 10<sup>52</sup> o'clock A-M.

James Brooks  
Notary Public.  
James Brooks  
Register of Deeds.

The following is returned on Original Instrument.  
Payment being made in full this mortgage is hereby released.  
Ottoman Menger by  
C. A. Menger  
his Atty in fact

Recorded Apr 29, 1897  
Fred Brooks  
Dep. Reg. of Deeds



The following is returned on the Original Instrument.