

Journal Co., Lawrence, Kan.

This Indenture, Made this fifth day of November in the year of our Lord one thousand eight hundred and ninety six between Lizzie Clark and James Clark her husband 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 fifty (50.00) 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 parties 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 (20) Twenty Block No (6) Sixty Saylor's Addition to the city of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever.

This grant is intended as a Mortgage to secure the payment of the sum of fifty Dollars \$50.00 according to the terms of One certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part: payable at Lawrence, Kansas with interest thereon at the rate of 10% payable semi annually 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 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 parties 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 parties 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 for making such sales, and the overplus, if any there be, shall be paid by the parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

James Clark (SEAL.)
Lizzie Clark (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
Douglas County } ss.

Be it Remembered, That on this 5 day of November, A. D. 1896, before me, James Brooks, a Notary Public in and for the County and State of Kansas and Lizzie Clark and James Clark her husband who are personally known to me, James Brooks and such persons known to be the same persons who executed the within instrument, and duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public, Term September 14, 1900 expires September 14, 1900 L. H. Menger
Recorded Nov 5 A. D. 1896, at 5³⁰ o'clock P. M.

James Brooks
Register of Deeds.

The following was indorsed on the original instrument
The note herein described having been paid in full this mortgage is hereby released, and the lien thereby created discharged.
As Witness my hand this Seventh day of November A.D. 1898

Ottomar Menger
Attorney in fact

Recorded Nov. 7, 1898 at 11¹⁵ o'clock P.M.

J. J. Sarman
Register of Deeds

J. C. Fisher