

This Indenture, Made this 18th day of March in the year of our Lord one thousand eight hundred and ninety seven between S. Ray, an unmarried man of 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 Twenty Seven (\$27.00) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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, and described as follows, to-wit: Sat No (33) thirty three on Ash St. in Simpson's Subdivision in that part of the City of Lawrence formerly 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 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 Twenty Seven Dollars according to the terms of One certain promissory note this day executed and delivered by the said S. Ray 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, as provided for 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 executors, administrators or assigns; and out of all the moneys arising from such sale, to retain the amount then due for principal and interest, together with the costs and charges and a reasonable attorney's fee for services rendered of making such sale, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said S. Ray heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written. S. Ray (SEAL)
Signed, and delivered in presence of Anna G M Menger (SEAL)
STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this eighteenth day of March, A. D. 1897, before me, a Notary Public in and for said County and State, came S. Ray, an unmarried man to me personally known to be the same person who executed the above instrument, and duly acknowledged the execution of the same. To be his own voluntary act and deed

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 September 14, 1900 S. H. Menger Notary Public.
Recorded March 18 A. D. 1897, at 10⁵⁵ o'clock A M.

James Brooks Register of Deeds.

The following is indicated on the original instrument: The 25 to 26th described having been paid in full also Mortgages is hereby released and the land duly created disclosed as by which they have the 16th day of Oct. 1897, Ottomar Menger by Henry L. H. Menger
Recorded March 24th 1900. W. Foxman Register of Deeds

S. Ray