

This Indenture, Made this Third day of April in the year of our Lord one thousand eight hundred and ninety seven between Harriett Cowen and Alexander Cowen of Douglas 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 Forty Four (\$44.00) 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:

Beginning (790) Seven hundred and ninety feet South of a point (1178) Eleven hundred and seventy eight feet West of quarter Section corner on North line of Section (24) Twenty four Township (13) Thirteen Range (18) Eighteen Thence South (410) Four hundred & ten feet West (140) One hundred & forty feet North (410) Four hundred & ten feet East (140) One hundred and forty feet to beginning in N.W. 1/4 Section (24) Twenty four Township (13) Thirteen Range 18 Eighteen 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

This grant is intended as a Mortgage to secure the payment of the sum of Forty four Dollars according to the terms of One certain Note this day executed and delivered by the said Harriett Cowen and Alexander Cowen to the said parties of the second part: Due one year after date at 8% interest per annum

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 making such sale on demand to the said parties of the second 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

Harriett Cowen (SEAL.)
Alexander Cowen (SEAL.)
mark (SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 3 day of April, A. D. 1897, before me, James Brooks, a Notary Public in and for said County and State, came Harriett Cowen and Alexander Cowen, her husband to me personally known to be the same persons 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 4, 1897 James Brooks Notary Public.
Recorded April 3 A. D. 1897, at 3:10 o'clock P. M.

James Brooks
Register of Deeds.