

**This Indenture**, Made this 21<sup>st</sup> day of April in the year of our Lord one thousand eight hundred and ninety seven 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 Forty five (\$45.00) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell 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:

The East (1/4) One fourth of Lot (11) Eleven in Addition (4) four 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 except One Mortgage of (\$55.00) Fifty Five Dollars dated 27th November 1896.

This grant is intended as a Mortgage to secure the payment of the sum of Forty Five Dollars (\$45.00) according to the terms of One certain Promissory Note this day executed and delivered by the said Alice Gibson to the said party of the second part: and payable in two years from this date with interest at ten percent per annum, interest payable semi-annually

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 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 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 party making such sale on demand to the said 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.

Signed and delivered in presence of

Alice Gibson (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

**Be it Remembered**, That on this 21 day of April, A. D. 1897, before me, L. H. Menger, 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 September 14, 1900 L. H. Menger Notary Public.  
Recorded April 22 A. D. 1897, at 10<sup>55</sup> o'clock A. M.

James Brooks Register of Deeds.

*The following is endorsed on the Original Instrument  
The Note herein described having been paid in full.  
This Mortgage is hereby Released and the lien thereby  
Created is discharged. At witness my hand this 20<sup>th</sup> day  
of February A.D. 1904,  
Ottomar Menger.*

*Recorded Feb 23 - 1904.  
At Omaha, Neb.  
Register of Deeds.*