

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 23rd day of April in the year of our Lord one thousand eight hundred and ninety seven between William M. Quay 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 two and 70/100 (\$42.70) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he do 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:

Lots (164) One hundred sixty four and South 1/2 one half (162) One hundred and sixty two on New Jersey St, in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Wm. M. Quay do hereby covenant and agree that at the delivery hereof he 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.

This grant is intended as a Mortgage to secure the payment of the sum of Forty two and fifty hundredths (\$42.50) Dollars according to the terms of One certain promissory note this day executed and delivered by the said William M. Quay to the said party of the second part: Payable in two years from date with interest at ten percent per annum, interest payable semiannually

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, appraisalment 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 William M. Quay 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.

Signed and delivered in presence of

Julius SaspyWilliam M. Quay (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 23 day of April, A. D. 1897, before me, S. H. Menger, a Notary Public in and for said County and State, came Wm. M. Quay

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 S. H. Menger Notary Public.

Recorded April 23 A. D. 1897, at 3 o'clock P. M.

James Brooke Register of Deeds.

The following is Enclosed on the original instrument.
The Note herein described having been paid in full
this mortgage is hereby Released and the lien thereby created
Discharged
Ottomar Menger.

Recorded June 13th 1904.
C. W. Armstrong
Register of Deeds.

