

**This Indenture**, Made this 8th day of July in the year of our Lord one thousand eight hundred and ninety eight between Emma M. Carlson, unmarried 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 Fifteen Hundred (\$1500.00) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do LA 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 South (1/2) one half of Lot (72) Seventy two on Massachusetts 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 Emma M. Carlson 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

This grant is intended as a <sup>First</sup> Mortgage to secure the payment of the sum of Fifteen hundred Dollars (\$1500.00) according to the terms of one certain promissory note this day executed and delivered by the said Emma M. Carlson 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, 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 party of the first part, her 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

Emma M. Carlson (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }  
County of Douglas } ss.

**Be it Remembered**, That on this 8th day of July, A. D. 1897, before me, John M. Newlin, a Notary Public in and for said County and State, came Emma M. Carlson (single) 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 April 28, 1899 John M. Newlin Notary Public.

Recorded July 9 A. D. 1897, at 12:25 o'clock A-M.

James Brooks Register of Deeds.

*The following is indented as the original instrument. The state herein described having been paid in full this mortgage is hereby released and the discharge is charged to the day of October 10, 1900. Ottomar Menger by*

*Recorded Oct 10 1900*