

This Indenture, Made this 28 day of August in the year of our Lord one thousand eight hundred and ninety 1897 between Bartlett Dary and Ann Sophia Dary his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Ottoman Menger of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of One hundred and fifty 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 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 seventy seven (77) and seventy eight (78) in Blk. twenty three (23) in West Lawrence said County and State

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Bartlett Dary and Ann Sophia Dary his wife 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 One hundred and fifty Dollars (\$150.00) Real estate coupon note according to the terms of the certain _____ this day executed and delivered by the said Bartlett Dary & Ann Sophia Dary 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 Bartlett Dary & Ann Sophia Dary their heirs and assigns.

In Witness Whereof, The said party of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Laura Dary
Mary A Bowers

Ann Sophia Dary (SEAL.)
Bartlett Dary (SEAL.)
_____ (SEAL.)
_____ (SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 28 day of August, A. D. 1897, before me, L. H. Menger, a Notary Public in and for said County and State, came Ann Sophia Dary & Bartlett Dary 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 September 14, 1900 L. H. Menger Notary Public.
Recorded Aug 28 A. D. 1897, at 1:50 o'clock P. M.

James Brooks
Register of Deeds

The following is included in the original instrument
 The state herein described having been paid in full this mortgage
 is hereby released and the said state hereby created discharged
 U.S. District Court Oct 11th 1900
 Ottoman Menger by
 L. A. Menger Atty in fact
 Recorded Oct 11th 1900
 W. H. Dorman Register of Deeds

