

This Indenture, Made this 9th day of September in the year of our Lord one thousand eight hundred and ninety seven between Adam Carter and Harriet Carter his wife 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 part 1st of the first part in consideration of the sum of Four hundred & fifty (\$450.00) 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 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: Lot No. (15) fifteen in Block No. (7) seven in Series 1 Addition on Indiana St in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 Four hundred & fifty dollars (\$450.00) according to the terms of this certain Coupon Note this day executed and delivered by the said parties of the first part to the said party of the second part: and payable in (5) five years from this date with interest at 10% per annum payable semi annually according to coupons attached to said note

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 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 parties of the first part, then heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

Clara Menger

Adam's Carter (SEAL.)
Harriet Carter (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 9th day of September, A. D. 1897, before me, S. H. Menger, a Notary Public in and for said County and State, came Adam Carter and Harriet Carter to me personally known to be the same person S 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 11, 1900.

Recorded Sept - 28 A. D. 1897, at 12 o'clock P. M.

Notary Public.

Register of Deeds.

The note herein described having been paid in full, this mortgage is hereby released and the lien hereby created discharged. As witness my hand this 14th day of November, A. D. 1912.

Ottomar Menger

Recorded Jan 20 1913
John J. Lawrence
Register of Deeds.