

This Indenture, Made this Sixth day of November in the year of our Lord one thousand eight hundred and ninety seven between Mrs. Alice Cable, formerly Alice Gibson of Lawrence in the County of Douglas and State of Kansas of the first part, and E. S. Menger of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of Fifty two (52.00) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has she sold and by these presents do she 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: 6 1/4 of Lot 1 in Addition 1 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 party of the first part she 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 excepting one mortgage of \$5.50 to O. Menger and one mortgage of \$15.00 to O. Menger

This grant is intended as a Mortgage to secure the payment of the sum of Fifty two Dollars \$52.00 according to the terms of One certain Promissory Note this day executed and delivered by the said Alice Cable to the said party of the second part: Payable in three years with interest at the rate of 10 percent per annum from date until paid 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 party of the first part 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

Juli Sill
E. S. Menger

Alice Cable
mark

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 6th day of November, A. D. 1897, before me, E. S. Menger, a Notary Public in and for said County and State, came Alice Cable 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

Recorded Nov - 8 A. D. 1897, at 8 15 o'clock A.M.

Notary Public.

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. As witness my hand this 20th day of
February A. D. 1904.
E. S. Menger.

Recorded Feb 23rd 1904.
W. W. Armstrong
Register of Deeds.