

This Indenture, Made this 20th day of December in the year of our Lord one thousand eight hundred and ninety seven between Peter Jarry and Laura Ann Jarry of Lawrence in the County of Douglas and State of Kansas of the first part, and A. Ross of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Fifty two (\$52.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have all sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part her 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: East one half (1/2) of the South one hundred and thirty three feet (133) of the S. W. 1/4 of Block 31 in (31) Girls addition in the city of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties 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 excepting a mortgage of \$150.00 made to Ottomar Menger dated August 6, 1897

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 note this day executed and delivered by the said parties of the first part 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 her 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 her 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, them heirs and assigns.

In Witness Whereof, The said parties 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
Anna Menger
L. H. Menger
STATE OF KANSAS, } ss.
County of Douglas

Peter Jarry (SEAL)
Laura Ann Jarry (SEAL)
(SEAL)
(SEAL)

Be it Remembered, That on this 20 day of December, A. D. 1897, before me, L. H. Menger a Notary Public in and for said County and State, came Peter Jarry and Laura Ann Jarry 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 Dec 21 A. D. 1897, at 2:30 o'clock P.M.

James Brooks
Register of Deeds.

The following is endorsed on the original instrument -
This note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As witness my hand, this 28th day of February A.D. 1902. C. A. Wood

Recorded Feb. 28th 1902 -
G. W. Sotman

Register of Deeds
By Allen B. Sotman
Deputy

L. H. Menger