

This Indenture, Made this 29th day of December in the year of our Lord one thousand eight hundred and ninety Seorn between L. J. Kennedy + A. E. Kennedy his wife of in the County of Douglas and State of Kansas of the first part, and Ottomar Menger of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Hundred (\$200.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have and conveyed 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: West 1/2 Section Nine + One half acres of S.W. 1/4 Section (23) Trmly three Township Thirteen (13) Range (19) in the County of Douglas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said do hereby covenant and agree that at the delivery hereof 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 Second Mortgage to secure the payment of the sum of Two Hundred Dollars \$200.00 according to the terms of One certain promissory 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 said 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 their heirs and assigns.

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

Signed and delivered in presence of

L. H. Menger

L. J. Kennedy (SEAL.)
A. E. Kennedy (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas County } SS.

Be it Remembered, That on this 29th day of December, A. D. 1897, before me, a Notary Public in and for said County and State, came L. J. Kennedy and A. E. Kennedy his wife above to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same. to be their own voluntary act and deed

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 May 23 A. D. 1898, at 5:30 o'clock A-M

L. H. Menger
Notary Public.

L. B. Dorman
Register of Deeds.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the said hereby created discharged. Substantially
my hand this 24th day of October 1900.
Ottomar Menger,

Recorded Oct. 24 1900
L. B. Dorman,
Register of Deeds.
By L. B. Dorman,
Deputy.