

This Indenture, Made this 15th day of February in the year of our Lord one thousand eight hundred and ninety eight between Leander J. Kennedy and A. E. Kennedy his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Ottomar Menger of the second part.

Witnesseth, That the said party us of the first part in consideration of the sum of Two Hundred 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: The N. E. 1/4 of S. W. 1/4 Section (12) Inbelor Township (14) Fourteen Range (19) Nineteen

with all the appurtenances, and all the estate, title and interest of the said party us 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 Two Hundred Dollars

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: Payable in five years before after date bearing interest at eight per cent per annum, 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, appraisal 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 party us 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
Clara Menger

STATE OF KANSAS,

County of Douglas } SS.

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

Be it Remembered, That on this 15th day of February, A. D. 1898, before me, L. H. Menger, a Notary Public in and for said County and State, came Leander J. Kennedy and A. E. Kennedy his wife 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 L. H. Menger Notary Public.

Recorded June 7th A. D. 1898, at 10¹⁰ o'clock A.M.

L. H. Menger
Register of Deeds.

The following is endorsed on the original instrument -
This note herein described having been paid in full, the mortgage is hereby released, and the lien thereby created, discharged. At witness my hand, this 24th day of October, A.D. - 1902 -
Ottomar Menger.

Recorded - Oct- 24th 1902 -

L. H. Menger,

Register of Deeds,

By Willie B. Doorman,

Deputy.

