

This Indenture, Made this Nineteenth day of January in the year of our Lord one thousand eight hundred and ninety eight between Emma M. Carlson unmarried 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 y of the first part in consideration of the sum of Eighty Five \$85.00 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and mortgage to the said part y 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 South one half (1/2) of lot Twenty two '72' Massachusetts Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said Emma M. Carlson does 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 \$1500.00 made to Ottomar Menger

This grant is intended as a Mortgage to secure the payment of the sum of Eighty Five Dollars \$85.00 according to the terms of One certain promissory note this day executed and delivered by the said Emma M. Carlson to the said part y of the second part: Payable in Six months from date at Lawrence Kansas

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 part y 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 part y 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 part y making such sale on demand to the said Emma M. Carlson her heirs and assigns.

In Witness Whereof, The said part y of the first part, has hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

L. H. Menger

Emma M. Carlson (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 19th day of January, A. D. 1898, before me, L. H. Menger a Notary Public in and for said County and State, came Emma M. Carlson

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 July 16 A. D. 1898 at 2³⁰ o'clock P. M.

W. B. Borman
Register of Deeds.

The following is indorsed on the original instrument:
The note herein described having been paid in full this Mortgage is hereby released and the title thereby created is charged as Witness my hand this 10th day of October A.D. 1900.
Ottomar Menger by
Cell Menger atty in fact
Recorded Oct 10th 1900. W. B. Borman Register of Deeds.

