

This Indenture, Made this 29th day of December in the year of our Lord one thousand eight hundred and ninety eight between Lizzie Clark and James Clark, her husband of Laurance in the County of Douglas and State of Kansas of the first part, and E. F. Menger of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred (\$100.00) 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: Lot number seventy (70) in block number two (2) Taylor's addition to the City of Laurance

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Lizzie Clark & James Clark 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 One hundred dollar \$100.00

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 payable in two years from date. Said parties of the first part have the privilege of paying said note in one year from date if they see fit. 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 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 of making such sale on demand to the said parties of the first part their heirs and assigns. If the mortgage shall be compelled to pay the paper said before and to of law subject at the same date as the principal amount from date of said promissory note.

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

sealed
Signed and delivered in presence of

E. F. Menger _____ (SEAL)
Lizzie Clark _____ (SEAL)
James Clark _____ (SEAL)

STATE OF KANSAS, } SS.
County of Douglas }

Be it Remembered, That on this 29 day of December, A. D. 1898, before me, E. F. Menger, a Notary Public in and for said county and State, came Lizzie Clark & James Clark, her husband 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. E. F. Menger Notary Public.

Recorded May 27 A. D. 1899, at 5 o'clock P. M.

E. F. Menger
Register of Deeds.

*The following is inclosure on the original in this instrument
The note herein described having been paid in full the mortgage is here by released, and the lien thereby created discharged.
As Witness my hand this 30th day of June A. D. 1899.
E. F. Menger*

Recorded July 1st 1899.

E. F. Menger
Register of Deeds.

