

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 16th day of July in the year of our Lord one thousand eight hundred and ninety between Wm. Hollenzien and Frances Hollenzien his wife of Lawrence 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 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do sell, 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: to one hundred and eleven (111) one hundred and thirteen (113) and one hundred and fifteen (115) on Indiana Street in block thirty nine (39) in that part of Lawrence known as West 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 owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances except a mortgage to secure the payment of a note of \$300. to Miss S. C. Hunt.

This grant is intended as a Mortgage to secure the payment of the sum of One Hundred

according to the terms of One certain promissory note this day executed and delivered by the said Wm. and Frances Hollenzien to the said party of the second part. Payable in five years with interest at the rate of 10 % per annum 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, appraisement hereby waived or not at the option of the party of the second part his 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 the second part his 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

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 17 day of July, A. D. 1892, before me, Alfred Whitman a Notary Public in and for said county and State, came Wm. Hollenzien and Frances Hollenzien, 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 subscribed my name and affixed my official seal on the day and year last above written.

My commission expires Jan'y 13 1903

Recorded July 17 A. D. 1892, at 5⁴⁰ o'clock P. M.



Alfred Whitman
Notary Public.
G. D. Maxman
Register of Deeds.

The following is endorsed on original instrument:
 The note herein described having been paid in full, this mortgage
 is hereby released, and the lien thereby created, discharged.
 As Witness my hand this 23rd day of December, A.D. 1903
 E. F. Menger
 Recorded Dec 24 A.D. 1903
 A. L. Armstrong
 Register of Deeds
 By J. C. Swanson
 Deputy.