

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 14 day of June in the year of our Lord one thousand eight hundred and ninety five between P. J. Simon and his wife Maggie R. Simon of Marion Township in the County of Douglas and State of Kansas of the first part, and Nick Simon of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight 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 East half (1/2) of the North West quarter (1/4) of Section Twenty eight (28) in Township fourteen (14) of Range Eighteen (18) East

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

This grant is intended as a Mortgage to secure the payment of the sum of Eight 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: for Eight Hundred Dollars due in three years from date, payable at Matkins National Bank, Lawrence Kansas with interest payable annually at eight per cent per annum 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 the 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 the 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 heirs and assigns.

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

Signed and delivered in presence of

P. J. Simon (SEAL.)
Maggie R. Simon (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS, } SS.
 County of Douglas

Be it Remembered, That on this 14 day of June, A. D. 1895, before me, James Brooks a Notary Public in and for said County and State, came P. J. Simon and Maggie R. Simon his wife to me personally known to be the same persons 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 November 4, 1897
 Recorded JUNE 14 A. D. 1895 at 4:30 o'clock P. M. James Brooks Notary Public.

James Brooks
 Register of Deeds.

The following is endorsed on the original instrument
 The note herein described having been paid in full the mortgage
 is hereby released and the lien thereby created discharged
 As Witness my hand this 22nd day of April A.D. 1898

Recorded April 22nd 1898
 W. H. Lanyon, Register of Deeds
 W. H. Lanyon