

This Indenture, Made this 20<sup>th</sup> day of November in the year of our Lord one thousand eight hundred and ninety five between August Shudium and Catherine Shudium husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Lathrop Bullene of the second part,

**Witnesseth**, That the said parties of the first part in consideration of the sum of Eighteen 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: Lots Number One Hundred Twenty Nine (129) and One Hundred Thirty One (131) on Rhode Island Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said August Shudium do hereby covenant and agree that at the delivery hereof he 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

This grant is intended as a Mortgage to secure the payment of the sum of Eighteen Hundred Dollars due in one year according to the terms of one certain promissory note this day executed and delivered by the said August and Catherine Shudium to the said party of the second part: with interest at the rate of seven per cent per annum payable semi annually, according to two coupons attached to said note. It being agreed that said note may be paid at the end of six months after date hereof, this mortgage being given to secure payment of part of the purchase money for said premises. 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 making such sale on demand to the said August Shudium his 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

August Shudium (SEAL)  
Catherine Shudium (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 20<sup>th</sup> day of November, A. D. 1895, before me, Geo. A. Banks Notary Public in and for said County and State, came August Shudium and Catherine Shudium husband and 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 Dec 1 1896

Recorded Nov 20 A. D. 1895 at 11 o'clock P. M.

Notary Public.

Geo. A. Banks  
James Brooks  
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 lien thereby created discharged.  
As Witness my hand, this 10<sup>th</sup> day of June A.D. 1896.  
Lathrop Bullene

Recorded June 10<sup>th</sup> 1896

James Brooks

J. A.