

This Indenture, Made this 29<sup>th</sup> day of May in the year of our Lord one thousand eight hundred and ninety nine between Frederick Pulvermiller

of Lawrence in the County of Douglas and State of Kansas of the first part, and Nick Simon of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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 Seventythree Connecticut Street in the City of Lawrence, in said County and State

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Frederick Pulvermiller 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 One Hundred Dollars according to the terms of One certain promissory Note this day executed and delivered by the said Frederick Pulvermiller to the said party of the second part: Bearing interest at the rate of 8 percent. Nick Simon

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 therefor, 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 and 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 Frederick Pulvermiller or his heirs and assigns.

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

Signed and delivered in presence of

Frederick Pulvermiller (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
Douglas County } ss.

Be it Remembered, That on this 29 day of May, A. D. 1896, before me, John Charlton, a Notary Public in and for said County and State, came Frederick Pulvermiller, a Widower 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 Aug 26 1896

Recorded June 23 A. D. 1896 at 11 o'clock A. M.

John Charlton

Notary Public.

James Brooks  
Register of Deeds.

The following is indorsed on Original Instrument,

In consideration of full pay-

ment of the within mortgage

I hereby release the same this

8 day of Oct. 1896

Nick Simon

Recorded Oct. 8 1896

By Frederick Pulvermiller Register of Deeds