

This Indenture, Made this 29th day of June in the year of our Lord one thousand eight hundred and ninety eight between Frank E. Pawl, and Emma Pawl 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 parties of the first part in consideration of the sum of Nine 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 South East quarter of the North East quarter of Section No. Thirty Six (36) in Township No. Fourteen (14) South of Range No. Seventeen (17) and the North half of the North East quarter of Section No. Thirty One (31) in Township No. Fourteen (14) South of Range No. Eighteen (18) East of the Sixth P. M. Kansas, in aggregate 120 acres more or less

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Frank E. Pawl and Emma Pawl 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 except a mortgage of \$500. on last named tract

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

according to the terms of One certain Note this day executed and delivered by the said Frank E. Pawl and Emma Pawl to the said party of the second part: Payable in Five years, interest at eight per cent per annum payable annually as evidenced by Five Coupons for \$72 each

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 Frank E. Pawl 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

Frank E. Pawl (SEAL.)
Emma Pawl (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 29th day of June, A. D. 1898, before me, J. S. Steele, a Notary Public in and for said County and State, came Frank E. Pawl, and Emma Pawl 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires June 20 1902 J. S. Steele Notary Public.
Recorded June 29th A. D. 1898, at 4:20 o'clock P. M.

L. B. Bowman
Register of Deeds.

The following is endorsed on the original instrument:
The notes herein described having been paid in full this mortgage is hereby released, and the lien thereby created discharged - No further payment required, this 29th day of March A.D. 1901 - Nick Simon

Recorded Mch-29-1901 -
C. H. Hoffman
Register of Deeds -
By L. B. Bowman Deputy