

This Indenture, Made this 29th day of March in the year of our Lord one thousand eight hundred and ninety nine between Albin Weber a widower

of Lawrence in the County of Douglas and State of Kansas of the first part, and Magdalena Hartzel of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Two hundred and fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has he sold and by these presents do grant, bargain, sell and mortgage to the said part of the second part he 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 and security two (2d) on Commercial Street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Albin Weber do and 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 Two hundred and fifty

according to the terms of one certain promissory note this day executed and delivered by the said Albin Weber to the said part of the second part: due in two years from date. First party reserved the right to pay all of said amount at the expiration of one year by giving sixty days notice.

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 part of the second part he 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 part of the second part 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 part of making such sale on demand to the said Albin Weber heirs and assigns.

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

Signed and delivered in presence of

Albin Weber (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 29th day of March, A. D. 189 9, before me, John M. Spencer a Notary Public in and for said county and State, came Albin Weber, 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 September 15th 1910 John M. Spencer Notary Public.
Recorded March 30 A. D. 189 9, at 10⁴⁰ o'clock 9 A. M.

G. A. Spencer
Register of Deeds.