

Reg. No. 16,220  
Fee Paid \$17.50

74652 BOOK 126

MORTGAGE

16-2-T. W.

Hall Litho. Co., Topeka

THIS INDENTURE, Made this 22nd day of September A. D. 19 60  
between Charles E. Simmons and Carrie E. Simmons, husband and wife,  
of Douglas County, in the State of Kansas, of the first part  
and The First National Bank, Overbrook, Kansas  
of Osage County, in the State of Kansas, of the second part:  
WITNESSETH, That said parties of the first part, in consideration of the sum of \$7,000.00  
Seven thousand and no DOLLARS,  
the receipt of which is hereby acknowledged, do c.s. by these presents, grant, bargain, sell, and convey unto  
said parties of the second part, their heirs and assigns, all the following described Real Estate,  
situated in Douglas County, and State of Kansas to wit:

The Southwest quarter (1/4) of Section Nine (9), Township  
Fifteen (15), Range Eighteen (18), East of the Sixth P. M.

Said parties of the first part do hereby covenant and agree that at the delivery of this instrument  
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  
no exceptions and that they will warrant and defend the same against all  
claims whatsoever.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and  
appurtenances thereunto belonging or in anywise appertaining, forever.

Said parties of the first part hereby agrees to pay all taxes assessed on said premises before any pen-  
alties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee  
in the sum of none set. DOLLARS

In some insurance company satisfactory to said mortgagee.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said

Charles E. Simmons and Carrie E. Simmons, husband and wife,

have this day executed and delivered a certain promissory note in writing to said parties  
of the second part, of which the following cop :

- not shown-

NOW, If said parties of the first part shall pay or cause to be paid to said parties of the second part,  
their heirs or assigns, said sum of money in the above described note -- mentioned, together  
with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly dis-  
charged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or  
any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of  
every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid  
when the same are by law made due and payable, or if insurance premiums are not paid when due, then the  
whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the  
option of the holder hereof, and said parties of the second part shall be entitled to the possession of said  
premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their  
hands the day and year first above written.

*Charles E. Simmons*  
Charles E. Simmons

*Carrie E. Simmons*  
Carrie E. Simmons

ATT. REV. 9-54  
30034 SM 2-60

STATE OF KANSAS, Osage COUNTY, ss.  
BE IT REMEMBERED, That on this 22nd day of September A. D. 19 60 before me,  
the undersigned, a notary public in and for the County and State  
aforesaid, came Charles E. Simmons and Carrie E. Simmons, husband and wife,  
who are personally known to me to be the same person as who executed the within instrument of writ-  
ing, and such person have duly acknowledged the execution of the same.  
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notary  
seal, the day and year last above written.  
Term expires November 1, 1962  
John N. Cordts, Notary Public.

ASSIGNMENT

Recorded September 23, 1960 at 9:30 A.M.

RECEIPT

\$7,000.00

RECEIVED of Charles E. Simmons & Carrie E. Simmons, the within named mortgagor, the sum  
of Seven Thousand & no/100 DOLLARS, in full satisfaction of the within mortgage.

(Corp. Seal)

FIRST NATIONAL BANK OVERBROOK, KANSAS  
John N. Cordts, Cashier

This release  
was written  
on the original  
mortgage  
and entered  
this 5th day  
of September  
1960  
Herald A. Beck  
Reg. of Deeds  
By James Beem  
Deputy

*Herald A. Beck* Register of Deeds  
*By James Beem* Deputy 8-31-61