

The following is enclosed on the Original Instrument
In consideration of full payment of the within mortgage
I hereby release the same this 26 day of April 1897
Harry A. Simmons

Recorded April 29th 1897

Fred Brooks

Deputy Register of Deeds

the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the 1st part 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. This grant is intended as a Mortgage to secure the payment of the sum of Two thousand Dollars, according to the terms of four certain promissory notes this day executed by the said parties of the first part to the said party of the second part.

And this conveyance shall be void if such payment be made as is 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 shall be due and payable, and it shall be lawful for 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 money arising from such sale, to retain the amount then due for principal and interest, and also for statutory damages in case of protest, together with the costs and charges of making such sale, and reasonable attorney's fee for foreclosure of this mortgage, the said fee to be due and payable on filing petition for foreclosure, and the overplus, if any there be, shall be paid by the party making such sale on demand, to the said parties of the first part their heirs and assigns.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year last above written.

Signed, sealed & Delivered in the presence of.

J. R. Terryon

State of Kansas
County of Douglas } ss.

Emily S. Simmons

(Seal)

Chas J. Simmons

(Seal)

Be it Remembered, That on this 14th day of September A.D. 1895 before me a Notary Public in and for said County and State, came Emily S. Simmons and Chas J. Simmons husband 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 subscribed my name and affixed my official seal on the day and year last above written.

(Seal)

J. R. Terryon

Notary Public

Commission Expires May 29th 1898.

Recorded Sept 14. 1895 at 3^o o'clock P.M.

James Brooks
Register of Deeds

The following is enclosed on the original instrument in payment of the within mortgage