

This Indenture, Made this 20th day of March in the year of our Lord one thousand eight hundred and ninety five between Philip A. Simmons and Almira his wife of Marion Township in the County of Douglas and State of Kansas of the first part, and Joseph Lewis of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Fifteen 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 East half and the North West quarter of the North West quarter of Section Five (5) Township Fifteen (15) South of Range (18) Eighteen containing 120 acres more or less

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Philip A. Simmons & Almira Simmons husband and wife 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 Fifteen Hundred Dollars three years after date with interest at the rate of 7 1/2 per cent per annum, interest payable annually according to the terms of one certain promissory note & interest coupons attached this day executed and delivered by the said Philip A. Simmons & Almira Simmons to the said party of the second part:

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 Philip A. Simmons 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

Philip A. Simmons (SEAL.)

Almira Simmons (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 20th day of March, A. D. 1895, before me, Geo. A. Baus, a Notary Public in and for said County and State, came Philip A. Simmons and his wife Almira Simmons 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires Dec 1st 1896

Recorded May 6 A. D. 1895 at 3 o'clock P. M.

Geo. A. Baus

Notary Public.

James Brooks
Register of Deeds.

*The following is endorsed on the original instrument:
The Note herein described having been paid in full this Mortgage is hereby released and the lien thereby created discharged.
At Witness my hand this 21st day of March A.D. 1908.
Luther H. Lewis
Administrator of the Estate
Mary F. Lewis Deceased.*

*Recorded Mar 21st 1908
C. W. Annshoring
Register of Deeds*

(Crawford Sec Book 3 Page 562)

