

MORTGAGE RECORD No. 43.

MORTGAGE STANDARD FORM, JOHNSON, CAL., PRINTERS, BURGESS AND BIRD, BOOK MAKERS, LA JOLLA, CAL.

This Indenture, Made this 16th day of February in the year of our Lord, one thousand nine hundred and Six, between Robert C. Simmons and Mahel May Simmons his wife of Piedmont, P. O. in the County of Franklin and State of Kansas, of the first part, and The Wellsville Bank of Wellsville Kansas of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Fourteen 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 part 2^d of the second part to 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 North half of the South East quarter of Section Eleven (11) Township Fifteen (15) Range Twenty (20) East Containing Eighty (80) Acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are 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 save a mfg. for Eighteen hundred and Fifty Dollars

This Grant is intended as a Mortgage to secure the payment of the sum of Fourteen Hundred Dollars according to the terms of one certain promissory note this day executed parties of the first part and delivered by the said parties of the first part to the said part 2^d of the second part payable on or before Two years after date with interest at the rate of Eight per cent per annum payable semi annually.

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 2^d of the second part, executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the part 2^d making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Robert C. Simmons [SEAL]
Mahel May Simmons [SEAL]
[SEAL]

STATE OF KANSAS, } ss.
County of Franklin

BE IT REMEMBERED, That on this 16th day of Feb. A. D. 1906, before me

Robert C. Simmons and Mahel May Simmons being a Notary Public in and for said County and State, came 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 subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires 11th Apr. 1907 E. H. Armstrong Notary Public.

Filed for Record the 17th day of Feb. A. D. 1906, at 2⁰⁰ o'clock P. M.

E. H. Armstrong Register of Deeds.
By E. H. Armstrong Deputy.

Atty following instrument on the original document.
 The within Mortgage having been paid in full is hereby released on this the original
 instrument, this 22nd day of April A. D. 1907 By E. H. Armstrong
 Attest J. F. Prohman Conf. Clerk
 Recorded April 23rd 1907
 J. F. Prohman
 Register of Deeds