

MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan

This Indenture, Made this 28th day of October in the year of our Lord one thousand nine hundred & eight, between Charles E. Simmons (a single man) of _____ in the County of _____

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Four Thousand and Four hundred (\$4400.00) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain, sell and mortgage to the said part 2nd of the second part him—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:

South East Quarter ($\frac{1}{4}$) of Section Thirty Two (32) in Township
Fourteen (14) Range Eighteen (18) And the West one half
($\frac{1}{2}$) of North east Quarter ($\frac{1}{4}$) of Section Five (5) Township
Fifteen (15) Range Eighteen (18) County and State of Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 2 of the first part therein. And the said Charles C. Simmons do 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 except two mortgages of \$3500.00 in favor of Chas. McCall of Laurence - Russell & Co. and that he will warrant & defend the same against all claims whatsoever. This Grant is intended as a Mortgage to secure the payment of the sum of Four Thousand & Four Hundred.

according to the terms of of one certain note this day executed _____
and delivered by the said Charles E. Simmons to the said parties of the second part
payable at The First National Bank of Overbrook, Kansas as follows to wit: Four thousand and
Four hundred dollars on the 28th day of February 1909 with interest thereon,

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 parties of the second part ~~their~~ ^{the} 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 parties making such sale, on demand, to said first party ^{his} heirs and assigns.

IN WITNESS WHEREOF, The said part 4 of the first part ha. 2 hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Charles E. Simmons [SEAL]

— [SEAL.]

[SEAL]

STATE OF KANSAS,

Osage County } ss.

BE IT REMEMBERED, That on this 25th day of Oct, A. D. 1908, before me,

J. P. Cordts a Notary Public in and for said County and State, came

Charles E. Simmons a single man -

_____ 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 Nov. 24 1909

J. A. Cordts, Notary Public.

Filed for Record the 29 day of Oct, A. D. 1908, at 2²⁷ o'clock 9 M.

All, Armstrong, Register of Deeds.
 By Elie C. Armstrong, Deputy

Recorded March 9, 1909
Lloyd Lawrence,
Resident of Leeds.
The following is considered on the original instrument
the note herein described having been paid in full this mortgage
is hereby released and the ven. thereby created discharged as the trust
my hands this 27 day of Feb. 1909. E. E. Marchel
Lower 9 March 1909