This Indenture. Made this 26 day of Pebr. in the year of our Lord one thousand nine hundred and Nine. by and between Charles E. Simmons and Carrie E. Simmons, husband and wife, of the County of Douglas and State of Kansas, parties of the first part, and R.W.Barry party of the second part: Witnesseth, That the said parties of the first part, for and im consideration of the sum of Thirty Five Hundred 00/100 Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns, forever, all of the following described tracts pieces or parcels of land, lying and situate in County of Douglas and State of Kansas, to-wit: The South Half (S.) of the South East Quarter (S.E.) of Section Thirty Two (32), Township Fourteen (14), Range Eighteen (18) and The West Half (W2) of the North East Quarter (N.E.+) of Section Five (5) Township Fifteen (15), Range Eighteen (18). Containing in all One Hundred and Sixty Acres more or less. To-Have and to-Hold the Same, With all and singular the hereditaments and-appurtenances-thereunto-belogning, or in-anywise-appertaining, and all_rights-of-homestead-exemption,-unto-the-said-party-of-the-second-partand_to_his_heirs_and_assigns_forever. And the said-parties-of the firstpart_do_hereby_covenant_and_agree_that_at_the_delivery_hereof_That-theyare-the-lawful-owner-of-the-premises-above-granted,-and-seized-of-agood_and_indefeasible_estate_of_inheritance_therein ,_free_and_clearof all incumbrances, and that they will Warrant and Defend the same inthe quiet and peaceable possession of said party of the second part. his heirs and essigns, forever, against the lawful claims of all persons whomsoever. Provided, Always, And this instrument is made, executed and delivered upn n the following conditions , to-wit: First. Said Charles E. Simmons and wife are justly indebted unto the said party of the second part in the principal sum of Thirty Five Hundred 00/100 Dollars, lawful money of the United States of America, being for a loan thereof made by the said party of the second part to the said Charles E. Simmons and wife and payable according to the tenor and effect of One sertain First Mortgage Real Estate Note, made executed and delivered by the said Charles E. Simmons and wife and bearing date Febr. 26th. 1909 payable to the order of the said R.W.Barry Five years after date, at The First National Bank , Overbrook, Kansas with interest thereon from date until maturity at the rate of Five per cent per annum, payable annually, on the 1st. days of March in each year, and ten per cent per annum after maturity, the installment of interest being further evidenced by Five coupons attached to said principal

188