

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

This Indenture, Made this 31st day of January in the year of our Lord nineteen  
hundred and Eleven, between John P. Simmons and Margaret Simmons  
his wife of the Township of Marion in the County of  
Douglas and State of Kansas, of the first part; and  
Ernest M. Elliott of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of  
Three Thousand DOLLARS,  
 to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage  
 to the said part of 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 north west quarter (1/4) of Section Eighteen (18) and the West Thirty-five (35) acres of the East half (1/2) of the South west quarter (1/4) of Section Seven (7) all in Township Fourteen (14) of Range Eighteen (18) in said County and State.

with all the appurtenances; and all the estate, title and interest of the said part of 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 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  
Three Thousand Dollars  
 according to the terms of one certain note this day executed  
 and delivered by the said Parties of the first part to the said part of of the second part  
Payable five years after date with interest thereon according  
to the terms of said note and coupons thereto attached

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 of 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; 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 of making such sale, on demand, to said parties of the first part, their  
 heirs and assigns.

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

Signed, Sealed and Delivered in presence of  
John C. Miller Justice of Peace  
John P. Simmons [SEAL]  
Margaret Simmons [SEAL]

STATE OF KANSAS,  
Douglas County } ss.  
 BE IT REMEMBERED, That on this 4th day of February A. D. 1911, before me,  
John C. Miller, a Justice of the Peace a Notary Public in and for said County and State, came  
John P. Simmons and Margaret Simmons, his wife  
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 1  
John C. Miller  
Justice of Peace Notary Public.

Filed for Record the 6 day of February A. D. 1911 at 3<sup>15</sup> o'clock P. M.  
Floyd L. Lawrence Register of Deeds.  
 Deputy.

See Release for Book 62 Page 577