

Mortgage Record No. 52.

This Indenture, Made this 5th day of August in the year of our Lord
nineteen hundred and thirteen, between John R. 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
Hugh Blair of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of
Five 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 Northwest 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 parties 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
Five hundred 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 party of the second part
Payable two and a half 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 there-
of, 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, adminis-
trators 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 party making such sale, on demand, to said
Parties of the first part their 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, Sealed and Delivered in presence of
Jennie Watt John R. Simmons (SEAL)
Margaret Simmons (SEAL)
(SEAL)

STATE OF KANSAS,
Douglas County } ss.
BE IT REMEMBERED, That on this 5th day of August A. D. 1913, before me,
Jennie Watt a Notary Public in and for said County and State, came
John R. 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 30th Mch 1916 Jennie Watt Notary Public.

Filed for Record the 6th day of Aug A. D. 1913 at 9⁰⁰ o'clock A. M.
Floyd L Lawrence Register of Deeds.
W. M. McConnell Deputy.