

## Mortgage Record No. 52.

This Indenture, Made this First day of March in the year of our Lord Nineteen Hundred and four, between Joseph Simpson & Marinda Simpson (his wife) of Douglas in the County of Douglas and State of Kansas, of the first part, and J. E. Newlin of the second part:

WITNESSETH, That the said part us of the first part, in consideration of the sum of Nine hundred and fifty 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 y 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 East Fifty (50) acres of the South East quarter (14) of Section Eighteen (18) Township Thirteen (13) Range Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said Joseph Simpson & Marinda Simpson 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.

Excepting two mortgages one for \$520 and one for \$600  
This Grant is intended as a Mortgage to secure the payment of the sum of Nine hundred and fifty Dollars according to the terms of one certain note this day executed and delivered by the said Joseph Simpson & Marinda Simpson to the said part y of the second part his

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 y 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 surplus, if any there be, shall be paid by the part y making such sale, on demand, to said Joseph Simpson & his heirs and assigns.

IN WITNESS WHEREOF, The said part us 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

Witness mark  
Rhoda Simpson

Joseph Simpson (SEAL)  
Marinda Simpson (SEAL)  
mark (SEAL)

STATE OF KANSAS

County of Douglas ss.

BE IT REMEMBERED, That on this 15<sup>th</sup> day of March A. D. 1904 before me, John M. Newlin a Notary Public in and for said County and State, came Joseph Simpson & Marinda Simpson, 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 April 11 1907 John M. Newlin Notary Public.

Filed for Record the 29<sup>th</sup> day of April A. D. 1904, at 11<sup>00</sup> o'clock A. M.  
Abel L. Lawrence Register of Deeds.  
Geo. C. Nitzel Deputy.

For Arguments See Book 67 Page 211