

Mortgage Record.

This Indenture, Made this 1st day of March in the year of our Lord one thousand nine hundred fourteen, between Charles E. Simmons & Carrie Simmons, husband and wife of Douglas in the County of Douglas and State of Kansas, of the first part, and

Elizabeth Barry, Santa Fe, New Mex. of the second part:

WITNESSETH, That the said part us of the first part, in consideration of the sum of Four thousand 00/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do we grant, bargain, sell and mortgage to the said part of of the second part, her 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 South Half of the South East Quarter (1/2 of 1/4) of Section Thirty-two (32), Township Fourteen (14), Range Eighteen (18), of the West Half of the North East Quarter (1/2 of 1/4) of Section Five (5), Township Fifteen (15), Range Eighteen (18), East of the 6th P.M.

with the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said Charles E. Simmons & Carrie Simmons do we hereby covenant and agree that at the delivery hereof they are the lawful owners of of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever this grant is intended as a Mortgage to secure the payment of the sum of

Four thousand 00/100 DOLLARS, according to the terms of one certain promissory note, this day executed by the said

Charles E. Simmons & Carrie Simmons to the said part of of the second part; said note being given for the sum of

Four thousand 00/100 DOLLARS, dated March 1st 1914, due and payable in Five year 5 from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and Five coupons of 240.00 dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part us of the first part hereby agree to to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of

No DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part us of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable or not, at the option of the part of of the second part; and it shall be lawful for the part of of the second part, her executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part of of the second part, her executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part of making such sale, on demand, to the said Charles E. Simmons & Carrie Simmons his heirs and assigns.

IN TESTIMONY WHEREOF, The said part us of the first part have hereunto set their hand and seal, the day and year last above written.

Signed, sealed and delivered in presence of

Charles E. Simmons (SEAL)
Carrie Simmons (SEAL)

STATE OF KANSAS, }
Page County } ss.

BE IT REMEMBERED, That on this 27 day of Febr A. D. 1914

before me, J. D. Gordo, a Notary Public

in and for said County and State, came Charles E. Simmons and Carrie Simmons, husband and wife

to me personally known to be the same person, S who executed the foregoing instrument of writing, 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. 24th 1917 Notary Public.

This instrument was filed for record on the 2nd day of March A. D. 1914 at 11:34 o'clock A. M.

Thos. L. Lawrence Register of Deeds.
By Geo. B. Metzger Deputy.

This instrument is endorsed on the original instrument. The original instrument is hereby placed in the hands of the Register of Deeds, who is hereby authorized to file the same in the proper place in the records of the County of Douglas, State of Kansas, and to issue therefrom a certified copy of the same.

Recorded Feb. 15 1914.
Estelle Applegate
Register of Deeds.

The note herein described having been paid in full, this mortgage is hereby released and the original instrument is to be returned to the mortgagor.

Recorded March 9th 1916
Geo. B. Metzger
Deputy.