

## MORTGAGE RECORD NO. 55.

This Indenture, Made this 2nd day of December in the year of our Lord 1916, between Charles E. Simmons and Carrie E. Simmons, his wife of Marion Township in the County of Douglas and State of Kansas, of the first part, and

Thomas Winford of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Thirty-two hundred & 00/100 DOLLARS, to them 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 2d 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 West half (1/2) of the Southwest quarter (1/4) of Section nine (9), Township fifteen (15) Range eighteen (18), East of the Sixth P.M.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 owner s of the premises, above granted, and seized of a good and indefensible 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

Thirty-two hundred & 00/100 Dollars

according to the terms of One certain promissory note this day executed and delivered by the said Charles E. Simmons and Carrie E. Simmons to the said part 2d of the second part due in five years from date hereof with interest at 6% per annum payable monthly. Privilege to pay the mortgage in full at any interest payment

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 said land or any part thereof shall be sold or otherwise disposed of, then this conveyance shall become absolute, and the whole amount of the money so due and payable shall be lawful for the said part 2d 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 2d making such sale, on demand, to said

Parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Charles E. Simmons (SEAL)

Carrie E. Simmons (SEAL)

(SEAL)

STATE OF KANSAS,

Osage County } ss.

BE IT REMEMBERED, That on this 2nd day of December A. D. 1916, before me,

Charles E. Simmons and Carrie E. Simmons, his wife

to me personally known to be

the same person s 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 on the 12th day of July, 1919

J. A. Kessler

Notary Public.

Filed for Record the 7th day of Dec A. D. 1916, at 10:52 o'clock A.M.

Floyd L. Lawrence Register of Deeds.

Paul W. Vogel Deputy.

The following is entered on the original instrument  
The within mortgage having been paid in full, it is hereby released and the  
original instrument, this 2nd day of November A.D. 1919  
Charles Winford

RECORDED Dec. 13th 1919

East of Northrup  
Register of Deeds

LD