MORTGAGE RECORD NO. 55.

This Indenture, Made this 2nd day of December in the year of our Lord Nineteen hundred and Sixteen, 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 Charles D. Coleman of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Eighteen hundred & 00/100 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 East half (½) of the Southwest quarter (¼) 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 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 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 Eighteen hundred dollars & 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 party of the second part due in five years from date hereof with interest at 6% per annum payable annually and privilege to pay $500.00 or more on the principal 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 interest thereon, or the taxes, or if the insurance is not kept up thereon as provided herein, or if the buildings are not kept in good repair then this conveyance shall become absolute, and the whole amount remaining unpaid shall immediately at the option of the holder hereof become due and payable, and it shall be lawful for the said party of the second part, his executors, administrators and assigns, at any time thereafter, to take possession of the premises and all the improvements thereon and receive the rents, issues and profits thereof and 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

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

STATE OF KANSAS,
Osage County } ss.

BE IT REMEMBERED, That on this 2nd day of December A. D. 1916, before me, a Notary Public in and for said County and State, came Charles E. Simmons and Carrie E. Simmons, his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

(L.S.)

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. Kesler, Notary Public.

Filed for Record the 7th day of Dec A. D. 1916 at 10 53 o'clock A. M.
Floyd L. Lawrence, Register of Deeds.
Geo. E. Wetzel, Deputy.

Recorded Dec. 13th 1916
Estelle Fortthrub, Register of Deeds.

The following is endorsed on the original instrument:
The within Mortgage having been fully satisfied and released on the original instrument this 28th day of December A.D. 1919
Charles D. Coleman