

## MORTGAGE RECORD

This Indenture Made this 3<sup>rd</sup>day of July

in the

year of our Lord one thousand nine hundred and twentieth

between

W. L. Simons and Gertrude R. Simons his wifeof Lawrence in the County of Douglas

and State of Kansas, of the first part, and

J. D. Bishop

of the second part:

WITNESSETH, That the said part 1<sup>st</sup> of the first part, in consideration of the sum ofTwo Thousand

DOLLARS

to ~~them~~ duly paid, the receipt of which is hereby acknowledged, have ~~been~~ sold, and by these presents do ~~grant~~ bargain, sell and mortgage to the said part 2<sup>nd</sup> of the second part ~~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: Beginning sixty (60) rods South of the intersection of the North line of the Northwest quarter of section Seven (7) Town  
Ship Thirteen (13) Range Twenty (20) with the West line of Clermont  
Street produced south from the City of Lawrence; thence South Twenty  
(20) Rods; thence West forty (40) Rods thence North Twenty (20) Rods;  
thence East forty (40) Rods to the place of beginning.

with the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the saidparties of the first part

do hereby covenant and

agree that at the delivery hereof ~~they are~~ the lawful owner ~~of~~ of the premises abovegranted 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 Two Thousand

DOLLARS,

according to the terms of 2<sup>nd</sup> certain promissory note of this day executed by saidparties of the first partto the said part 2<sup>nd</sup> of the second part; said note being given for the sum ofTwo Thousand

DOLLARS,

dated July 3 1917, due and payable in five year 3<sup>rd</sup> from date thereof,with interest thereon from the date thereof until paid according to the terms of said note and 12 coupons of Sixtydollars 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 parties 1<sup>st</sup> of the first part hereby agree 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

Two Thousand, both fire & tornado

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 1<sup>st</sup> 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 2<sup>nd</sup> of the second part, and it shall be lawful for the part 2<sup>nd</sup> of the second part his 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 2<sup>nd</sup> of the second part, his 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 over-plus, if any there be, shall be paid by the part 2<sup>nd</sup> making such sale, on demand, to the said parties of the first part, their heirs and assigns

IN TESTIMONY WHEREOF, The said part 1<sup>st</sup> of the first part has hereunto set their hand S and seal S the day and year last above written.

Signed, sealed and delivered in presence of

W. L. Simons

(SEAL.)

Gertrude R. Simons

(SEAL.)

STATE OF KANSAS

Douglas County

ss.

BE IT REMEMBERED, That on this 3<sup>rd</sup> day of July A. D. 19 17before me, A. F. Pilius Notary Publicin and for said County and State, came W. L. Simons and Gertrude R. Simonshis wifeto me personally known to be the same person 2<sup>nd</sup> 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.

A. F. Pilius

Notary Public.

My commission expires April 10<sup>th</sup> 19 19This instrument was filed for record on the 3<sup>rd</sup> day of July A. D. 19 17 at 2<sup>45</sup> o'clock P. M.Estelle Harbaugh

Register of Deeds.

By \_\_\_\_\_ Deputy.

This instrument is acknowledged as the correct instrument  
 of the parties herein described having been paid in full, and the same is hereby released and the  
 lien thereon is hereby discharged. As witness my hand this 3<sup>rd</sup> day of July A. D. 19 17  
J. D. Bishop  
attest  
C. H. Jackson

Recorded July 11<sup>th</sup> 19 17  
Estelle Harbaugh  
 Register of Deeds