

MORTGAGE RECORD NO. 58

This Indenture, Made this 19th day of November in the year of our Lord nineteen hundred and eighteen between John P. Simmons and Margaret Simmons, his wife, of the township of Merion in the County of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Eight hundred 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: commencing at the North-east corner of South-west quarter of Section One (1), Township Fourteen (14) Range Seventeen (17) thence west 458 ft; thence South 180 ft; thence West 100 ft; thence South 450 ft; thence West 380 ft; thence South 407 1/4 ft; thence East 380 ft; thence South 407 1/4 ft; thence East 555 ft thence North 144 1/4 ft to place of beginning, containing 26 acres more or less.

Also commencing at 1/4 mile north of the South-east corner of Section Twelve (12), Township Fourteen (14) Range Seventeen (17) East of 1/4 PM, thence West 80 rods; thence North 26 1/2 rods; thence East 50 rods; thence South 26 1/2 rods to place of beginning, containing 1 1/2 acres, all in said Douglas County, Kansas.

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 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Eight hundred Dollars according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party of the second part payable three years after date with interest thereon according to the terms of said note and coupons thereto attached 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 party 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 sale, and the overplus, if any there be, shall be paid by the party of the second part, 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 on the day and year first above written.

Signed, Sealed and Delivered in the presence of John P. Simmons (SEAL) Margaret Simmons (SEAL) Jennie Platt (SEAL)

STATE OF KANSAS, Douglas County ss.

BE IT REMEMBERED, That on this 19th day of November A. D. 1918, before me, Jennie Platt a Notary Public in and for said County and State, came John P. Simmons and Margaret 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.

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 30th March 1920 Jennie Platt Notary Public.

Filed for Record the 21 day of November A. D. 1918, at 10:30 o'clock A.M. Estlin Northrup Register of Deeds Ferne Flora Deputy.

The following is endorsed on the original instrument.

The following is endorsed on the original instrument. The note herein described having been paid in full, this mortgage is hereby released and this lien hereby forever discharged. As witness my hand this 11th day of April 1919 Jay Caldwell Register of Deeds