

MORTGAGE RECORD NO. 58

This Indenture, Made this 25th day of February in the year of our Lord nineteen hundred and twenty between Fred Simon and Clara Belle Simon his wife of Douglas in the County of The Lawrence National Bank and State of Kansas, of the first part, and _____ of the second part:

WITNESSETH That the said part is of the first part, in consideration of the sum of Twenty five hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have in sold, and by these presents do grant, bargain, sell and mortgage to the said part of of the second part its successors 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: My undivided one's interest in and to The West Half (1/2) of the Southeast Quarter (1/4) of Section Eight (8) Township Thirteen (13) Range Nineteen (19) and the West Half of the Northeast Quarter (1/4) of Section Seventeen (17) Township Thirteen (13) Range Nineteen (19) Less One Acre more or less lying South of the Wakarusa River, being 6 acres in the Southwest corner and 3 acres in the Southeast corner thereof

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said first parties do hereby covenant and agree that at the delivery hereof they are the lawful owner is of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances subject to 1st mortgage for \$11000.00 and a 2nd mortgage for 4000.00

This Grant is intended as a Mortgage to secure the payment of the sum of Twenty five hundred dollars according to the terms of one certain note this day executed and delivered by the said first parties to the said part of of the second part The Lawrence National Bank

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 part of of the second part its successors 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 of making such sale, on demand, to said first parties heirs and assigns.

IN WITNESS WHEREOF, The said part is of the first part has set herunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

Fred Simon (SEAL)
Clara Belle Simon (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 25 day of Feb A. D. 1922 before me, Leo H. Kubel a Notary Public in and for said County and State, came Fred Simon and Clara Belle Simon his wife

(L.S.) to me personally known to be the same person 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 Jan. 25 1922 Leo H. Kubel Notary Public.

Filed for Record the 3rd day of March A. D. 1922 at 9:35 o'clock A. M.
Estelle D. Pethaupt Register of Deeds

Deputy.

For this Release see Book 64. Page 94.

Received Feb 16 1922