

## MORTGAGE RECORD.

This Indenture, Made this 16<sup>th</sup> day of October, A. D. 1917, between Chas. C. Simons and Gertrude R. Simons, husband and wife,

of Douglas County, in the State of Kansas, of the first part, and PEOPLES STATE BANK, of Lawrence Kansas, of the second part:

WITNESSETH, That said parties of the first part, In consideration of the sum of

Thirty five hundred \_\_\_\_\_ DOLLARS,

the receipt of which is hereby acknowledged, do \_\_\_\_\_ by these presents mortgage and warrant unto said party of the second part, its successors and assigns, all the following described real estate, situated in the County of Douglas and State of Kansas, to wit: The South half (S½) of Lot thirty four (34) on Massachusetts street, in the City of Lawrence.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to wit: Said parties of the first part are justly

indebted unto the said party of the second part in the principal sum of Thirty five hundred Dollars,

payable according to the tenor and effect of one certain First Mortgage Note, executed and delivered by the said parties of the first part, bearing date Oct 16 1919 and payable to the order of the said party of the second part, on the 16th day of

October, 1924 with interest thereon from — Date — until maturity at the rate of

Six per cent. per annum, payable semi-annually, on the 16th days of April and October in each year, and ten per cent. per annum after maturity, the installments of interest being further evidenced by ten interest coupons attached to said principal note and of even date therewith, and payable in like manner.

Said parties of the first part agree.....to insure and keep insured the buildings on said real property against loss by fire in the sum of \$.....and against loss by tornado in the sum of \$.....for the period of this loan or any renewal or extension thereof in some reputable insurance company or companies for the benefit of the said mortgagee, or its assigns, any loss under such insurance to be made payable to them according to their interest; and also agree.....to have any release of this mortgage made by said mortgagee or its assigns recorded at the expense of said parties of the first part.

NOW, if said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of said note and coupons, then these presents shall be wholly discharged and void; but otherwise shall remain in full force and effect. But if said sum of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if insurance as agreed is not procured and kept in force, then the whole of said sum and sums, and interest thereon, shall, without notice, and by these presents, become due and payable at the sole option of the holder hereof, and said party of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

W. C. Simons  
Ertrude P. Simons

**State of Kansas, Douglas County, ss.**

BE IT REMEMBERED, that on this 18<sup>th</sup> day of October, A. D. 1919, before me, the

undersigned, a Notary Public, in and for the County and State aforesaid, came

(L.S.) H. C. Simons and Gertrude R. Simons, his wife,  
who are personally known to me to be the same persons who executed the within instrument of writing, and sub-  
acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Term expires My Commission expires April 10, 1921 S.A. Wood, Notary Public.

Filed for Record on the 23<sup>rd</sup> day of October A. D. 1919 at 12:00 clock — M.

*Estelle Northrup*, Register of Deeds.  
Deputy.

Recorded Sept 11 - 1922 -  
 Received of E. J. Eastman, by Peoples State Bank, Lawrence, Kansas, the sum of \$3500.00, for the note secured by the within mortgage, the sum of which has been discharged and is hereby acknowledged.  
 By E. J. Eastman, President of Bank  
 The following is endorsed on the original instrument  
 "Discharged and received full satisfaction of the said mortgage, which was made by the said E. J. Eastman, to the said Peoples State Bank, Lawrence, Kansas, for the sum of \$3500.00."  
 (E. J. Eastman)

For Extension EPly. See Bk. 79. P. 229  
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" " " " " " 79 P. 229