

MORTGAGE RECORD—59.

The following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby
released and the lien thereby created discharged.
As witness my hand this 28th day of Febr, A. D. 1924
J. J. Gault
Register of Deeds

Recorded March 4 1924
J. J. Gault
Register of Deeds

This Indenture, Made this 25th day of Febr.
year of our Lord one thousand nine hundred Twenty,
Frank Simon and Allie Simon, husband and wife
of Overbrook, in the County of Oceage and State of Kansas, of the first part, and
F. J. Gault of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Sixty Five hundred 00/100 DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the said
part 2d 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 North east Quarter (NE 1/4) of Section Twenty (20) Township
fourteen (14), Range Eighteen (18), east of the 6th P.M.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Frank Simon and Allie Simon
agree that at the delivery hereof they are the lawful owner of the premises above granted and seized of a good and inalienable 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 Sixty five hundred 00/100 DOLLARS,
according to the terms of an certain promissory note this day executed by said Frank Simon and Allie Simon
to the said part 2d of the second part; said note being given for the sum of Sixty five hundred 00/100 DOLLARS,
dated Febr 25 1920, due and payable in five years 10 coupons of \$145.00 year 21 from date thereof,
with interest thereon from the date thereof until paid according to the terms of said note and coupons thereto attached, and as hereinafter specified. And the
said parties 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 22c 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 1st 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 then remaining unpaid or which may have
been paid by the part 2d of the second part, and all sums paid by the part 2d of the second part for insurance, shall be due and payable or not, at the option of the part 2d
of the second part; and it shall be lawful for the part 2d 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, appraisal hereby waived or not, at the option of the part 2d 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 instru-
ment, together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the part 2d making such sale, on demand, to the said
Frank Simon his heirs and assigns.

In Testimony Whereof, The said parties of the first part have well hereunto set their hands and seal the day and year
last above written.
Signed, sealed and delivered in presence of
Frank Simon (SEAL)
Allie Simon (SEAL)

STATE OF KANSAS, }
Oceage County, } ss.

Be it Remembered, That on this 25th day of Febr A. D. 1924, before me,
J. J. Gault, Notary Public in and for said County and State, came
Frank Simon and Allie Simon, husband and wife
to me personally known to be the same persons who executed the within
executed 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.

My Commission expires Nov 24th 1921. J. J. Gault Notary Public.
This instrument was filed for record on the 8 day of March A. D. 1924 at 9:35 o'clock A.M.
Estelle Northrup Register of Deeds.
By Ferns Flora Deputy.