

MORTGAGE RECORD—59.

This Indenture, Made this Twentiethday of March

year of our Lord one thousand nine hundred and ten (1910)

of Joseph Simpson and Marinda Simpson (wife)of Lawrence

in the County of

Douglas

and State of Kansas, of the first part, and

J. H. Newlin

of the second part:

Witnesseth, That the said part ies of the first part, in consideration of the sum ofOne hundred and twenty five

DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the saidpart y 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 asfollows, to wit: South West three acres of West Eighty acres of SouthwestQuarter (14) Section Twenty (13) Township (13) Range Twenty (20)with the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the saidJoseph Simpson do hereby covenant andagree that at the delivery hereof has the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear ofall 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 thesum of One hundred and twenty five DOLLARS,according to the terms of one certain promissory note, this day executed by saidJoseph Simpson and Marinda Simpsonto the said part y of the second part; said note being given for the sum ofOne hundred and twenty five DOLLARS,dated March 17, 1910, due and payable in one year from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and coupons of

Dollars 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 part y 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 saidpremises insured in favor of said mortgage, in the sum of one DOLLARS,

in some insurance company satisfactory to said mortgage, 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 ies 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 y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not, at the option of the partof the second part; and it shall be lawful for the part y of the second part, his executors, administrators or assigns, at any time thereafter, to sell the premiseshereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part y 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 y making such sale, on demand, to the saidJoseph Simpson heirs and assigns.In Testimony Whereof, The said part ies of the first part ha. we hereunto set their hand and seal the day and year

last above written.

Signed, sealed and delivered in presence of

Witness: MarkJohn M. Newlin

STATE OF KANSAS,

Douglas County,Joseph SimpsonMarinda SimpsonBe It Remembered, That on this 30 day of AprilJohn M. Newlin, a Notary Public in and for said County and State, cameJoseph Simpson and Marinda Simpson

to me personally known to be the same person 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.

My Commission expires March 10, 1915John M. Newlin

Notary Public.

This instrument was filed for record on the 9th day of JulyA. D. 1910, at 10:20 o'clock A.M.Edith Northrup

Register of Deeds.

By Edith Northrup Deputy.