

Ex. No. 2975  
Fee Paid 17.50

MORTGAGE RECORD-59.

This Release  
Was written  
on the original  
Mortgage  
C. A. entered  
this 29th day  
of Sept.  
1927  
H. S. Clerk  
Reg. of Deeds  
Deputy

This Indenture, Made this 1st day of Sept.

year of our Lord one thousand nine hundred twenty seven  
Fred Simon and Clara B. Simon, husband and wife,  
of Overbrook, in the County of Osage and State of Kansas, of the first part, and  
John P. Simon of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Five Thousand \$5000 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  
part 2nd 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 South-west Quarter of Section Seventeen (17) Township Fourteen (14);  
Range Eighteen (18).

with the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Fred Simon and Clara  
B. Simon 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, 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 Five Thousand \$5000 DOLLARS,  
according to the terms of some certain promissory note, this day executed by said Fred Simon and Clara B. Simon

to the said part 2nd of the second part; said note being given for the sum of Five Thousand \$5000 DOLLARS,  
dated Sept. 1st 1927, due and payable in Five year 5 from date thereof,  
with interest thereon from the date thereof until paid according to the terms of said note and 5 coupons of \$275.00  
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 1st 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 mortgage, in the sum of \$9000.00 reasonable value thereof, DOLLARS,  
in some insurance company satisfactory to said mortgage, in default whereof the said mortgage may pay the taxes and accruing penalties, interest 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 thereon remaining unpaid or which may have  
been paid by the part 2nd of the second part, and all sums paid by the part 2nd of the second part for insurance, shall be due and payable or not, at the option of the part 2nd  
of the second part; and it shall be lawful for the part 2nd 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 2nd 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 2nd making such sale, on demand, to the said  
Fred Simon and Clara B. Simon heirs and assigns.

In Testimony Whereof, The said part 1st of the first part have hereunto set their hands and seals the day and year last above written.

Signed, sealed and delivered in presence of

Fred Simon (SEAL)  
Clara B. Simon (SEAL)

STATE OF KANSAS, } ss.  
Osage County,

Be it Remembered, That on this 1st day of Sept. 1927, before me,  
G. A. Cordts, a Notary Public in and for said County and State, came  
Fred Simon and Clara B. Simon

h. s.

to me personally known to be the same person(s) 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 Nov. 24th 1929 Notary Public.  
This instrument was filed for record on the 3 day of Sept. 1927, at 4:50 o'clock P. M.  
G. A. Cordts.  
G. A. Cordts. Notary Public.

G. E. Wellman.  
Register of Deeds.  
By Deputy.