

MORTGAGE RECORD NO. 60

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 is discharged.

As witness my hand this 11th day of Oct. A. D. 1924

Attest

(Copy)

Recorded Oct. 18 1924

Paul E. Freeman
Register of Deeds

This Indenture, Made this 11th day of October in the year of our Lord nineteen hundred twenty-four, between Charles E. Simmons and Anna E. Simmons, his wife of Douglas and State of Kansas, of the first part, and The Citizens State Bank of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of Eight hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have we 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:

Lot number One Hundred (100) Louisiana Street Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Charles E. Simmons and Anna E. Simmons, his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner s of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

save a \$2000.00 mortgage to Harry T. McVoin

This Grant is intended as a Mortgage to secure the payment of the sum of Eight hundred and no/100 Dollars according to the terms of one certain note this day executed and delivered by the said Charles E. Simmons and Anna E. Simmons, his wife to the said part of of the second part due September 1, 1923, with interest from date at the rate of 8% per annum, interest payable semi-annually

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, heirs, 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 Charles E. Simmons and Anna E. Simmons their heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part have we hereunto set their hand s and real s the day and year first above written.

Signed, Sealed and Delivered in the presence of

Charles E. Simmons (SEAL)
Anna E. Simmons (SEAL)

STATE OF Kansas
Douglas County } ss.
BE IT REMEMBERED, That on this 12th day of October A. D. 1924, before me, A. T. McBlanchard a Notary Public in and for said County and State, came Charles E. Simmons and Anna E. Simmons his wife to me personally known to be the same person s who executed the foregoing instrument, and duly acknowledged 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 April 24, 1925 1925 A. T. McBlanchard Notary Public.

Filed for Record the 13th day of Oct A. D. 1924 at 9:05 o'clock A. M.
Estelle Northrup Duffer Register of Deeds
E. Babbitt Deputy.