

## MORTGAGE RECORD

The following is endorsed on the original instrument:

The note secured by this mortgage has been paid in full and this

mortgage is hereby released and cancelled this 22<sup>nd</sup> day of

June, 1925, at St. Louis, Mo.

James Farmer, Register of Deeds

G. C. Stevenson, Notary Public

Corp Seal

Recorded June 23, 1925

G. C. Weckman

Register of Deeds

This Indenture, Made this 1st day of March, A. D. 1924, between  
Ernest Simpson, an unmarried man

of the County of Douglas and State of Kansas, party of the first part, and The Farmers State and Savings Bank, a corporation under the laws of the State of Kansas, located at Lawrence, Douglas County, Kansas, party of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of

Seven hundred and no. 100 Dollars,  
 in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said party of the second part,

its successors and assigns, the following described real estate, situate in the County of Douglas and State of Kansas, to-wit:

All of the South Twenty-nine (29) acres of the North Fifty-seven (57) acres of Northeast quarter of Section Eighteen (18) Township 2 North (18) South of Range Thirtieth (19) East of 6 P.M.

TO HAVE AND TO HOLD the same, with the appurtenances thereunto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors or assigns forever; and the said party of the first part hereby covenants that at the delivery hereof he is lawfully seized of said premises and has good right to convey the same; that said premises are free and clear of all incumbrances; and that he will Warrant and Defend the same against the lawful claims of all persons whomsoever,

PROVIDED, HOWEVER, That if the said party of the first part, shall pay or cause to be paid to the said party of the second part, its successors or assigns the principal sum of

Seven hundred and no. 100 Dollars,  
 on the 1st day of March, A. D. 1926, with interest thereon at the rate of six per cent per annum,

payable semi-annually on the 1st days of Sept and March in each year,

together with interest at the rate of ten per cent per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a certain promissory note, and ten coupon interest notes

thereto attached bearing even date herewith, executed by said party of the first part and payable to the party of the second part or its order at the office

of said City, in Lawrence, Kansas, or such other place as the legal holder of the principal note may in writing designate, which note represents

a just indebtedness and an actual loan from the party of the second part to the party of the first part; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of the said party of the first part, otherwise to remain

in full force and effect.

And the said party of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above

specified, in manner aforesaid, together with all costs and expenses of collections, if any there shall be, and any costs, incurred and paid by the said party

of the second part, its successors or assigns, in maintaining the priority of this mortgage; that the said party of the second part may make any payments

necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and any sums so paid shall become

a lien upon the above described real estate and be secured by this mortgage, and may be recovered with interest at ten per cent in any suit to foreclose

this mortgage.

And the said party of the first part hereby further covenants and agrees to pay all taxes, general or special, which may be

assessed upon said land, premises or property; Also to abstain from the commission of waste on said premises, and keep the buildings in good repair and

insured to the amount of \$ 7000 in insurance companies acceptable to the said party of the second part, its successors or assigns,

and to assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof; and in case of failure to do so, the said party

of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance, and the amounts paid therefore,

with interest thereon from the date of payment, at the rate of ten per cent per annum, shall be collectible with, as a part of, and in the same manner as the

principal sum hereby secured.

And the said party of the first part do hereby further covenant and agree that in case of default in payment of any installment of interest,

or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such defaults, the

said party of the second part, its successors or assigns, may, without notice, declare the entire debt hereby secured immediately due and payable, and there-

upon, or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to

the immediate possession of said premises, by receiver or otherwise, as it may elect, and to the subsequent rents and profits of said premises, which are

hereby pledged to the legal holder hereof as additional and collateral security for the payment of all monies mentioned herein, and may proceed to fore-

close this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand the day and year first above written.

Ernest Simpson

STATE OF KANSAS,

County of Douglas } ss:

On this 1st day of March, A. D. 1924, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ernest Simpson, an unmarried man

to me known to be the same person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, on the day and year last above written.

My Commission expires Oct 18, 1924 G. C. Stevenson  
 Notary Public

Filed for Record on the 2nd day of Feb, A. D. 1924 at 2:00 o'clock P. M.

Estelle Washburn, Register of Deeds.  
Ernest Washburn, Deputy.