

MORTGAGE RECORD 69

17

SAUL DOORWORTH STATIONERY CO KANSAS CITY MO 64101

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 22 day of

June A. D. 1925, at 10:40 A. M.

Lea E. Weisman

Register of Deeds.

Deputy.

Lewis Simpson

TO

John F. Johnson

THIS INDENTURE, Made this Twentieth day of June, in the year of our Lord, one thousand nine hundred and twenty five between Lewis Simpson, sometimes known as Louis Simpson, a widower

of Clinton Township in the County of Douglas and State of Kansas party of the first part, and John F. Johnson of the same address party of the second part.

WITNESSETH, that the said party of the first part, in consideration of the sum of Eight Thousand and Five Hundred DOLLARS, to HIM duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said party of the second part, following described real estate situated and lying in the County of Douglas and State of Kansas, to-wit:

1. The southwest quarter of the Northwest quarter of Section Seventeen (17), Township Thirteen (13), Range Nineteen (19), Less beginning at the Northeast corner of said tract; thence west 8.44 chains; thence South 33 3/4 degrees east 8.41 chains; south 74 degrees; east 1.57 chains; thence north 69 degrees east 5.80 chains; thence north 8.88 chains to place of beginning, being 7.23 acres more or less).
2. That part of the East half of the Northwest Quarter of Section Seventeen (17), Township Thirteen (13), Range Nineteen (19) lying south of the Wakarusa River and West of Rock Creek containing 12.43 acres.
3. The North eight acres of the West half of the Southwest Quarter of Section Seventeen (17), Township Thirteen (13), Range Nineteen (19).
4. The East half of the West half of the Southeast Quarter of Section Eighteen (18), Township Thirteen (13), Range Nineteen (19) less the tract of land 16 rods north and south by 10 rods east and west out of the southwest corner thereof for church.
5. The West thirty acres of the East half of the Southeast Quarter of Section Eighteen (18), Township Thirteen (13), Range Nineteen (19).
6. The South twenty-nine acres of the North fifty-seven acres of the Southwest quarter of Section Eighteen (18), Township Thirteen (13), Range Nineteen (19).
7. All that part of the Northwest Quarter of Section Nineteen (19), Township Thirteen (13), Range Nineteen (19), lying east of the center of the channel of Rock Creek, running through said Quarter section in a Northerly direction and containing 47.14 acres more or less. All of the above described land being situate in Douglas County, Kansas and containing in the aggregate 198 acres more or less.

with the appurtenances and all the estate, title and interest of the said party of the first part therein.

And the said party of the first part do hereby covenant and agree that at the delivery hereof the said party of the first part is the lawful owner of the premises above granted, and seized of a good and lawful estate of inheritance therein, free and clear of all incumbrances.

and that they will warrant and defend the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the party of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that he will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the party of the second part, the loss, if any, made payable to the party of the second part to the extent of his interest. And in the event that said party of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the party of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Eight Thousand and Five Hundred DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the Twentieth day of June, 1925, and by the terms made payable to the party of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said party of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said party of the first part shall fail to pay the same as provided in this indenture.

And this covenant shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this covenant shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said party of the second part to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to the first party of the second part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

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

Lewis Simpson (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

BE IT REMEMBERED, That on this 20th day of June A. D. 1925, before me, a Notary Public in the aforesaid County and State, came Lewis Simpson, sometimes known as Louis Simpson, a widower

to me personally known to be the same person who executed the foregoing instrument 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.

L. S. My Commission Expires on the 10 day of April 1927 A. F. Flinn Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 28 day of November 1930.

John F. Johnson

Mortgage. Owner.

This Release was filed with the original mortgage and entered this day of Nov. 1930. Lea E. Weisman Reg. of Deeds.