

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 22 day of

Lewis Simpson

TO

June A. D. 1925 at 10:45 A. M.

Watkins Natl Bank

By

Register of Deeds.

Deputy.

Reg. Fee.
No. 637
Fee. \$3.75

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 and The Watkins National Bank of Lawrence, Kansas, a corporation part y of the first part, and part y of the second part.

WITNESSETH, that the said part y of the first part, in consideration of the sum of Fifteen Hundred and no/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do es Grant, Bargain, Sell and Mortgage to the said part y of the second part, to following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at the Northwest corner of the Northwest Quarter of Section Eighteen (18), Township Thirteen (13), Range Nineteen (19); thence running South 160 rods; thence East 45 rods; thence North 160 rods; thence West 45 rods back to the place of beginning, containing 45 acres, Less 3 4/10 acres described as follows: Beginning, at the Northeast corner of the West 45 acres of the Northwest fractional Quarter of Section Eighteen (18), Township Thirteen (13), Range Nineteen (19), Thence South 1 chain 75 links; thence South 77 degrees 20' west 11 chains 62 links; thence North 4 chains 29 links to the northwest corner of said Section Eighteen (18); thence East 11 chains 25 links to the place of beginning. This land being situate in Douglas County, Kansas and containing in the aggregate 41.00 acres, more or less.

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

And the said part y of the first part do es hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seised 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 parties making lawful claim therein.

It is agreed between the parties hereto that the part y 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 become 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 part y of the second part, the loss, if any, made payable to the part y of the second part to the extent of interest. And in the event that said part y 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 part y 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

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the Twentieth day of June 19 25, and by terms made payable to the part y 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 part y 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 part y of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payment or any part thereof or if the building 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 conveyance 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 part y of the second part or its assigns 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 permitted by law and out of all moneys arising from such sale to retain the amount then due and to pay of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part y making such sale, on demand, to the first part y.

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 herein.

IN WITNESS WHEREOF, the part y 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. 19 25, before me, a Notary Public in the aforesaid County and State, came Lewis Simpson, sometimes known as Louis Simpson

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

L. S. 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 on the 10 day of April 19 27 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 7 day of Aug 7 1925

Cap Seal

Watkins National Bank

E. J. Hall, President

Mortgage Owner.

This Release was written on the original mortgage and filed this 7th day of Aug 1925

E. J. Hall, Notary Public

County