

# MORTGAGE RECORD 69

523

FROM  
J.J. Simmonds  
TO  
Watkins Nat'l. Bank  
STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 20 day of Dec. A. D. 1926, at 11:15 A. M.  
By J. C. Wellman, Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 20th day of December, 1926, between J.J. Simmonds and Emma E. Simmonds his wife, in the year of our Lord, one thousand nine hundred and twenty six, in the County of Douglas and State of Kansas, part 1es of the first part, and Watkins National Bank

WITNESSETH, that the said part 1es of the first part, in consideration of the sum of Five Thousand no---- DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do 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:

Lots one hundred sixty five (165) one hundred sixty seven (167) and one hundred sixty nine (169) on Massachusetts street in the city of Lawrence Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part 1es of the first part therein.

And the said part 1es of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and intend 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 thereon. It is agreed between the parties hereto that the part 1es 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 they 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 their interest. And in the event that said part 1es 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 paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Five Thousand no---- according to the terms of one certain written obligation for the payment of said sum of money, executed on the 20th day of December, 1926, and by its 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 1es of the first part shall fail to pay the same as provided in this indenture.

And the covenants 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 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, 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, 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 part y making such sale, on demand, to the first part 1es.

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 part 1es of the first part have hereunto set their hand and seal the day and year last above written.

J.J. Simmonds (SEAL)

Emma E. Simmonds (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas  
COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 20th day of Dec, A. D. 1926, before me, a Notary in the aforesaid County and State, came

J.J. Simmonds and Emma E. Simmonds his wife

to me personally known to be the same person as 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.

My Commission Expires on the 18 day of April 1929 Dick Williams 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 19 day of January 1928.

Corp Deal.

Watkins National Bank Lawrence, Mortgage Owner.  
By J. C. Moore, Vice Pres.

This Release was written on the original Mortgage entered the 19 day of Jan 1928 by J. C. Wellman Reg. of Deeds.