

## MORTGAGE RECORD 70

Reg. No. 1371

337

Fee Paid \$1.25

SAML DODD NORTH STATIONERY CO KANSAS CITY MO 64107

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

Ethan A. Sims and others  
TOThis instrument was filed for record on the 26 day of  
May A. D. 19 31, At 10:00 A. M.

Hosford Investment and Mortgage Company

By

Register of Deeds.

Deputy.

THIS INDENTURE, Made this 19th day of March, 19 31, between  
Ethan A. Sims and Mabelle L. Sims, his wife, and Robert E. Sims, a single man  
of Douglas County, in the State of Kansas  
The Hosford Investment and Mortgage Company, a corporation organized under the Laws of Kansas  
of Lawrence, Douglas County, in the State of Kansas, of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Five Hundred

DOLLARS, the receipt of which is hereby acknowledged, do  
by these presents, grant, bargain, sell and convey unto said party of the second part, its successors, heirs and assigns, all the following described  
Real Estate, situated in the County of Douglas, and State of Kansas, to-wit: The West half of Section Thirteen (13) Township  
Twelve (12) Range Eighteen (18) excepting therefrom a parcel containing one and three quarters (1-3/4)  
acres, more or less, conveyed for school purposes bounded and described as follows. Beginning at a  
point twenty feet north of the Southeast corner of said half section and running thence west twenty eight  
rods; thence north ten rods; thence east twenty eight rods; thence south to the place of beginning, also  
the Northwest quarter and the East half of section Fourteen, Township Twelve, Range Eighteen, subject to  
right of way for pipeline across said premises heretofore granted to the Sinclair Pipeline Company, all  
East of the sixth principal meridian, containing 758 acres more or less.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

BE IT REMEMBERED, That on this 24th day of March A. D. 1931 before me the undersigned a Notary  
Public in and for said County and State came Ethan A. Sims & Mabelle L. Sims, his wife, to me personally  
known to be the same person, who executed the foregoing instrument of writing 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. Legal Seal My commission expires Dec. 29, 1932 Bernice E. Jones Notary Public  
TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or  
in anywise appertaining forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said

Parties of the First Part ha ve this day executed and delivered a certain promissory note  
to said party of the second part, for the sum of Five Hundred DOLLARS,  
bearing even date herewith, payable at its office in Lawrence, Kansas  
Kansas, in equal installments of Two Hundred Fifty DOLLARS,  
each, the first installment payable on the 19 day of March 19 32, the second installment on the 19  
day of March 19 33, and on each anniversary thereafter of the date of the first installment.

WHEREAS, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$ 16,000.00 with  
interest thereon at the rate of six per cent, payable annually, now if default shall be made in the payment of the amount  
secured by said first mortgage or any part thereof or of any interest thereon at the time it shall become due and payable according to the express terms of the amount  
said mortgage, then the party of the second part or his assigns or the legal holder of this mortgage and the note secured hereby, may at his option, for  
the protection of this mortgage, make said payments of principal or interest, and the amount so paid shall be added to the amount secured by this mortgage  
and shall be secured hereby and shall draw interest at the rate of ten per cent, from the time of such payment, and he may declare this mortgage and note  
due and payable at any time thereafter and shall be entitled to immediate possession of said premises and foreclosure of this mortgage.

And if default be made in the payment of any one of the installments described in this mortgage and note when due, or any part thereof, then all  
unpaid installments shall become immediately due and payable, at the option of the party of the second part or the legal holder of said note and shall  
draw interest at the rate of ten per cent, per annum from the date of said note until fully paid. Appraisal waived at option of mortgagee.

Now if said

Parties of the First Part

shall pay or cause to be paid to said party of the second part, their successors, assigns, said sum of money in the above described note mentioned,  
together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall  
remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due; and if the  
taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by  
law made due and payable, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become  
due and payable, and said party of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said parties of the first part, for themselves and their heirs, do hereby covenant and with the said party of the second part, their successors,  
administrators or assigns, that they are lawfully seized in fee of said premises, and ha ve good right to sell  
and convey the same, that said premises are free and clear of all incumbrances, except the first mortgage of Sixteen thousand  
dollars to the Pioneer Mortgage Company of Topeka Kansas and a mortgage of Eight Hundred Dollars  
to the same Company. Both of said mortgages bearing date of March 19, 1931.

and that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against  
the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part ha ve hereunto set their hands the day and year first above written.

ATTEST:

Robert E. Sims

Ethan A. Sims

Mabelle L. Sims

STATE OF KANSAS,

ss.

County of Comanche

BE IT REMEMBERED, That on this 21st day of March

A. D. 19 31, before me, Myrtle Botts

a Notary Public in and for said County and State, came

Robert E. Sims, a single man

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

Legal Seal

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 Feb. 18 19 35 Myrtle Botts Notary Public.

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.

As Witness my hand, this 2nd day of Feb 19 33

ATTEST:

M. A. Carroll

Assignee

This Release  
was written  
on the original  
Mortgage &  
entered  
this 2nd day  
of Feb 1933  
at 10:00 AM

Edith Armstrong  
Reg. of Deeds  
Hosford Investment  
County