

Reg. No. 212

Fee Paid, \$7.50

MORTGAGE RECORD-73

FROM

Verne Simmonds et ux

TO

John E. Henry

State of Kansas, Douglas County, ss.

This instrument was filed for record on the 17 day of

May

A. D. 1929, at 5:55 o'clock P. M.

Elmer E. Constantine

Register of Deeds.

By _____, Deputy.

THIS INDENTURE, Made this 27th day of April, in the year of our Lord one thousand nine hundred twenty nine, between Verne Simmonds and Violette M. Simmonds his wife

of _____ in the County of _____ and state of Kansas, of the first part, and John E. Henry

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three thousand (\$3000.00) and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he Verne sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part, his heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

Lot number Seven (7) in Block number Seven (7) in Haskell Place, an addition to the City of Lawrence Kansas

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein, and the said Verne Simmonds and Violette M. Simmonds his wife do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized 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 claims whatsoever. This grant is intended as a MORTGAGE to secure the payment of the sum of Three thousand (\$3000.00) DOLLARS, according to the terms of one certain promissory note, this day executed by said

Verne Simmonds and Violette M. Simmonds his wife to the said party of the second part. Said note being given for the sum of Three thousand (\$3000.00) DOLLARS, dated April 27, 1929, due and payable in 3 years from date thereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons of Ninety Dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of not less than three thousand DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of 10 per cent per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, his executors, administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part and their heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hand and seal, the day and year last above written.

Signed, sealed and delivered in presence of

Verne Simmonds (SEAL)

Violette M. Simmonds (SEAL)

Witnessed
State of Kansas, Puchanan County, County, ss.

BE IT REMEMBERED, That on this 13th day of May, A. D. 1929, before me Chas. J. Conant Jr., a Notary Public in and for said County and State, came Verne Simmonds and Violette M. Simmonds

Legal Seal

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

(Seal)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

Chas. J. Conant Jr.

Notary Public.

My commission expires July 23, 1931.