

Reg. No. 1451
Fee Paid, \$ 8.75

MORTGAGE RECORD-73

FROM
Kitty Holsapple et al

TO
John P. Simon

State of Kansas, Douglas County, ss.
This instrument was filed for record on the 17 day of July, A. D. 1931, at 8:30 o'clock A. M.
E. E. Cordts
Register of Deeds.
By _____ Deputy.

THIS INDENTURE, Made this 15th day of June, in the year of our Lord one thousand nine hundred Thirty one, between Kitty Holsapple a widow, Frank Holsapple and Faye Holsapple, his wife Mary C. Ray and W. D. Ray, her husband of _____ in the County of _____ and state of Kansas, of the first part, and John P. Simon of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Thirty Five Hundred 00/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have ve sold, and by these presents do _____ grant, bargain, sell and mortgage to the said part y 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:

The West half of the North west Quarter, of Section Twenty-one (21) Township Fourteen (14) Range Eighteen (18)

STATE OF INDIANA
LAKE COUNTY, SS.

BE IT REMEMBERED, That on this 20th day of June A. D. 1931 before me, Chas. E. Lawrence, a Notary Public in and for said County and State, came Mary C. Ray and W. D. Ray to me personally known to be the same persons who executed the within 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. Chas. E. Lawrence My Commission Expires Dec. 3, 1931
with the official seal, and all the estate, title and interest of the said parties of the first part therein, and the said Grantors

do se hereby covenant and agree that at the delivery hereof that they are the lawful owner^s 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 Thirty five Hundred 00/100 DOLLARS,

according to the terms of one certain promissory note this day executed by said Kitty Holsapple, Frank and Faye Holsapple, and Mary C. and W. D. Ray to the said part y of the second part. Said note being given for the sum of Thirty five Hundred 00/100 DOLLARS,

dated June 15th 1931, due and payable in Five year^s, from date thereof, with interest thereon from the date thereof until paid, according to the terms of said note 10 and coupons of 105.00 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 part ies of the first part hereby agree s 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 Three Thousand 00/100 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 part y of the first part, and the expense of such taxes and accruing penalties, interests 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 part y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not, at the option of the part y of the second part; and it shall be lawful for the part y 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 part y 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 part y making such sale, on demand, to the said Kitty Holsapple, her heirs and assigns.

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

Signed, sealed and delivered in presence of

Kitty Holsapple (SEAL)
Frank Holsapple
Faye Holsapple (SEAL)
Mary C. Ray
W. D. Ray

State of Kansas, Osage County, ss.

BE IT REMEMBERED, That on this 6th day of June, A. D. 1931, before me J. A. Cordts a Notary Public in and for said County and State, came Kitty Holsapple, a widow, Frank Holsapple, and Faye Holsapple 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.

Legal Seal

(Seal)

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

J. A. Cordts
Notary Public.
(My commission expires Nov. 24, 1933)

I hereby release from record this Mortgage and all claims thereunder, this 26 day of July, 1944.
John P. Simon
Mortgagee

ATTEST:
Harold A. Beck
Register of Deeds