

Reg. No. 1704
 Fee Paid, \$ 2.00

MORTGAGE RECORD-73

HOLLAND NO. 10753A 17118

FROM

Frank Simon & Allie Simon, His Wife.

TO

E. T. Emery

State of Kansas, Douglas County, ss.

 This instrument was filed for record on the 6th day of
February, A. D. 1932, at 3:10 o'clock P.M.

E. T. Emery
 Register of Deeds.

By _____, Deputy.

 THIS INDENTURE, Made this 1st day of February in the year of our Lord one thousand nine hundred
Thirty-two between Frank Simon and Allie Simon, his wife,

 of Lawrence in the County of Douglas and state of Kansas, of the first part, and

E. T. Emery

of the second part,

 WITNESSETH, That the said part 1st of the first part, in consideration of the sum of
Three Thousand & no/100-----(\$3,000.00)----- DOLLARS,
 to them duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain, sell and mortgage
 to the said part 2nd 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 Southwest Quarter (SW¹/₄) and the Southwest Quarter (SW¹/₄) of the Southeast Quarter
 (SE¹/₄) of Section 20, Township 14, Range 18, Douglas County, Kansas.

 with the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein, and the said
parties 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 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 & no/100----- DOLLARS, according to the terms of one certain promissory note no this day executed by said

parties of the first part to the said part 2nd of the second part.
 Said note being given for the sum of Three Thousand & no/100 (\$3,000.00)----- DOLLARS,

 dated February 1, 1932, due and payable in five years from date thereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons of \$50.00 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 1st 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 Three Thousand & no/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 1st 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 part 2nd of the second part, and all sums paid by the part 2nd of the second part for insurance, shall be due and payable or not, at the option of the part 2nd of the second part; and it shall be lawful for the part 2nd 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 2nd 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 surplus, if any there be, shall be paid by the part 2nd making such sale, on demand, to the said parties of the first part heirs and assigns.

 IN TESTIMONY WHEREOF, The said part 1st of the first part have hereunto set their hand s and seal s, the day and year last above written.

Signed, sealed and delivered in presence of

Frank Simon (SEAL)

Allie Simon (SEAL)

State of Kansas, Douglas County, ss.

 BE IT REMEMBERED, That on this 6th day of February, A. D. 1932, before me, the undersigned
 a Notary Public in and for said County and State, came Frank Simon and Allie Simon, his wife

SEAL

 to me personally known to be the same person s 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.

Bernice E. Jones

Notary Public.

(My commission expires Dec. 29, 1932.)

 This Release
 was written
 on the original
 Mortgage
 entered
 this 6th day
 of February
 1932
 E. T. Emery
 Reg. of Deeds.

See assignment see Book 57 Page 207

 The following is enclosed on the original instrument:
 The state herein described having been paid in full, this mortgage is hereby
 released and the lien hereby created is hereby
 As witness my hand this 22 day of February, A. D. 1932
E. T. Emery
 Register of Deeds.