

Reg. No. 1761  
Fee Paid, \$ 2.50

## MORTGAGE RECORD-73

FROM

Fred Simon

TO

John P. Simon

State of Kansas, Douglas County, ss.

This instrument was filed for record on the 17<sup>th</sup> day of  
March, A. D. 1932, at 9:00 o'clock A. M.E. C. Amending  
Register of Deeds.

By \_\_\_\_\_ Deputy.

THIS INDENTURE, Made this 1st day of March, in the year of our Lord one thousand nine hundred  
Thirty two, between Fred Simon, a widower

of Overbrook in the County of George and state of Kansas, of the first part, and

John P. Simon of the second part,  
WITNESSETH, That the said part of the first part, in consideration of the sum of  
One Thousand 00/100 DOLLARS,  
to him duly paid, the receipt of which is hereby acknowledged, he 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:

The South-west Quarter of Section Seventeen (17); Township Fourteen (14); Range Eighteen (18)

This mortgage is given subject to a mortgage recorded in Book 59 at page 625, for \$3000.00

The following is endorsed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby  
released and the lien hereby created is terminated.  
As witness my hand and seal this 17<sup>th</sup> day of March, A. D. 1932.  
John P. Simon  
Attest:This Release  
was written  
with original  
Mortgage  
entered  
this 17<sup>th</sup> day  
of March,  
1932.  
Vance E. Cordts  
Reg. of Deeds.with the appurtenances, and all the estate, title and interest of the said part of the first part therein, and the said Fred Simon  
do hereby covenant and agree that at the delivery hereof that he is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he 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 One Thousand 00/100 DOLLARS, according to the terms of one certain promissory note this day executed by said Fred Simon to the said part of the second part.

Said note being given for the sum of One Thousand 00/100 DOLLARS, dated March 1st, 1932, due and payable in Five year \$ from date thereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereof attached, and as hereinafter specified. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and to keep the said premises insured in favor of said mortgagee in the sum of \$5000 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 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 of the second part, and it shall be lawful for the part 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 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 making such sale, on demand, to the said Fred Simon, his heirs and assigns.

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

Signed, sealed and delivered in presence of

Fred Simon (SEAL)

(SEAL)

State of Kansas, \_\_\_\_\_ County, ss.

BE IT REMEMBERED, That on this 1st day of March, A. D. 1932, before me J. A. Cordts  
a Notary Public in and for said County and State, came Fred Simon, a widower

Legal Seal

(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.

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. 24th, 1933.