

## MORTGAGE RECORD 74

Reg. No. 31  
Fee Paid, \$ 15.00

FROM

Frank Simon & Allie Simon  
TO

James Hollis

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 2nd day of February A. D. 1929, at 9:50 A. M.

By \_\_\_\_\_ Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 1st day of February, in the year of our Lord, one thousand nine hundred and twenty nine between \_\_\_\_\_

Frank Simon and Allie Simon his wife,

of Overbrook in the County of Osage and State of Kansas  
part 7 of the first part, and James Hollis

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of \$6,000.00 (Six Thousand and 00/100) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, as well as Grant, Bargain, Sell and Mortgage to the said part 7 of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The North-east Quarter and the North Half of the South-east Quarter of Section Twenty (20), Township Fourteen (14), Range Eighteen (18) East of the 6th Principal Meridian.

with the appurtenances and all the estate title and interest of the said part 1st of the first part therein.

And the said part 1st of the first part, hereby covenants and agrees that at the delivery hereof they are the lawful owners of the premises above granted, and seised 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 ~~persons claiming~~ what so ever

And the said part 1st of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same become due and payable, and that \_\_\_\_\_ keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part of the second part, the loan, if any, made payable to the part \_\_\_\_\_ of the second part to the extent of \_\_\_\_\_ interest. And in the event that said part \_\_\_\_\_ of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part \_\_\_\_\_ of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Six Thousand 00/100

DOLLARS.  
According to the terms of \_\_\_\_\_ note, this \_\_\_\_\_ executed by the said \_\_\_\_\_ Frank Simon and Allie Simon to the said \_\_\_\_\_ of the second part, this \_\_\_\_\_ day of \_\_\_\_\_ 1929, for the sum of Six Thousand 00/100 Dollars, dated \_\_\_\_\_ 1929, due and payable in five years from date thereof.

And this conveyance shall be void if such payment be made as herein provided, and the obligation thereon fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance as set forth up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part \_\_\_\_\_ of the second part.

to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner provided by law and out of all moneys arising from such sale to return the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the part \_\_\_\_\_ making such sale, on demand, to the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part \_\_\_\_\_ of the first part has hereunto set \_\_\_\_\_ hand and seal \_\_\_\_\_ the day and year last above written.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ ss.

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_, before me, a \_\_\_\_\_ in the aforesaid County and State, came \_\_\_\_\_

to me personally known to be the same person \_\_\_\_\_ who executed the foregoing instrument 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.

My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

Notary Public.

## RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_.

Mortgagee. Owner.

This was on the \_\_\_\_\_ day of \_\_\_\_\_ 1929.