MORTGAGE RECORD 76

Reg. No. __975__
Fee Paid, $ __50¢__

FROM	STATE OF KANSAS, DOUGLAS COUNTY, ss.
Charles Hoke Simpson and Minnie S. Simpson	This instrument was filed for record on the __16__ day of
TO	__Sept.__ A. D. 19 __30__, at __11:40__ o'clock __A.__ M.
John A. Simpson	*Elue E. Armstrong*
	Register of Deeds.
	By_____ Deputy.

THIS INDENTURE, Made this __15__ day of __September_____, in the year of our Lord, one thousand nine hundred and __thirty (1930)__ between_____ **Charles Hoke Simpson and Minnie S. Simpson**

of __Lawrence__ in the County of __Douglas__ and State of __Kansas__ part__ies__ of the first part, and __John A. Simpson__ part__y__ of the second part.

WITNESSETH, That the said part__ies__ of the first part, in consideration of the sum of_____ **Two hundred**____ DOLLARS, to __them__ duly paid, the receipt of which is hereby acknowledged, ha__ve__ sold, and by this indenture do____ Grant, Bargain, Sell and Mortgage to the said part__y__ of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at a point forty (40) feet north and thirty-three (33) feet west of the South east corner of the North east quarter of section one (1) Township thirteen (13) Range nineteen (19) east of the 6th P. M. thence west parallel with the south line of the north east quarter of section One (1) Township thirteen (13) Range nineteen (19) east of the 6th P. M. One hundred and thirty two feet (132) thence north fifty-six (56) feet, thence east one hundred and thirty-two feet (132) thence south fifty six (56) feet to place of beginning.

with the appurtenances and all the estate, title and interest of the said part__ies__ of the first part therein.

And the said part__ies__ of the first part do____ hereby covenant and agree that at the delivery hereof __being__ 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 incumbrance_____

and that they will warrant and defend the same against all parties making lawful claim thereto.
It is agreed between the parties hereto that the part____ 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 becomes 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 **NO BUILDINGS** second part, the loss, if any, made payable to the part____ of the second part to the extent of ____ interest. And in the event that said part__ies__ 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__y__ 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 indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.
THIS GRANT is intended as a mortgage to secure the payment of the sum of_____ **Two hundred**_____ DOLLARS, according to the terms of_____ certain written obligation____ for the payment of said sum of money, executed on the __15th__ day of __September__ __930__ and by __these__ terms made payable to the part__y__ of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part__y__ of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part__ies__ of the first part shall fail to pay the same as provided in this indenture.
And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein 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 is not kept 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 prescribed by law and out of all moneys arising from such sale to retain 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__y__ making such sale, on demand, to the part____ of 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__ies__ of the first part ha__ve__ hereunto set __their__ hand__s__ and seal__s__ the day and year last above written.

Charles Hoke Simpson (SEAL)
Minnie S. Simpson (SEAL)
_____ (SEAL)
_____ (SEAL)

STATE OF __Kansas__ } ss.	
COUNTY OF __Douglas__	
Legal Seal	BE IT REMEMBERED, That on this __16th__ day of __September__ A. D. 19 __30__, before me, a __Notary Public__ in the aforesaid County and State, came_____ **Charles Hoke Simpson and Minnie S. Simpson his wife** to me personally known to be the same person__s__ 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 __20__ day of __Jan__ 19 __34__

__E. L. Falkenstien__ 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 __6th__ day of __November__ _____, 19 __30__.

John A. Simpson Mortgagee. Owner.