

## MORTGAGE

Reg. No. 1082  
 Fee Paid 722.50

THIS INDENTURE, Made this First day of December in the year of our Lord one thousand nine hundred and thirty between Lewis Simpson, sometimes known as Louis Simpson, a widower of Clinton Township, in the County of Douglas and State of Kansas, of the first part, and John F. Johnson of the second part; WITNESSETH, That the said party of the first part, in consideration of the sum of Nine thousand Dollars to him duly paid, the receipt of which is hereby acknowledged, has 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:

1. The southwest quarter of the northwest quarter of section seventeen (17) Township thirteen (13) Range nineteen (19), Less, beginning at the northeast corner of said tract; thence west 9.44 chains; thence south 33 3/4 degrees, east 8.41 chains; south 74 1/2 degrees; east 1.57 chains; thence north 69 1/2 degrees east 5.80 chains; thence north 8.88 chains to place of beginning being 7.23 acres, more or less.

2. That part of the east half of the northwest quarter of section seventeen (17) Township thirteen (13) Range nineteen (19) lying south of the Wakarusa river and west of Rock Creek containing 12.43 acres.

3. The north eight acres of the west half of the southwest quarter of Section seventeen (17) Township thirteen (13), Range Nineteen (19).

4. The east half of the west half of the southeast quarter of Section eighteen (18) Township thirteen, Range nineteen (19) less the tract of land 16 rods north and south by ten rods east and west out of the southwest corner thereof for church.

5. The west thirty acres of the east half of the southeast quarter of section eighteen (18) Township thirteen (13) Range nineteen (19).

6. The south twenty-nine acres of the north fifty seven acres of the southwest quarter of section eighteen, Township thirteen (13), Range Nineteen (19).

7. All that part of the northwest quarter of Section nineteen (19) Township (13) Range Nineteen (19) lying east of the center of the channel of Rock Creek, running through said quarter section in a northerly direction and containing 47.14 acres, more or less. All of the above described land being situate in Douglas County Kansas and containing in the aggregate 198 acres, more or less.

8. Begin at the 1/8 corner on the west line of the northwest quarter of Section seventeen (17) Township thirteen (13) Range Nineteen (19) thence east eight hundred and twenty (820) feet, to the center of the Wakarusa creek thence along the center of said stream to the intersection of the west line of said quarter section. Thence south four hundred and ten and one half (410 1/2) feet to the place of beginning and containing 4.66 acres, more or less. This last property under Number 8 is also situated in Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Party of the first part Lewis Simpson does hereby covenant and agree that at the delivery hereof 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 Nine thousand Dollars, according to the terms of one certain promissory note of this day executed by the said Lewis Simpson to the said party of the second part; said note being given for the sum of Nine thousand Dollars, dated December 1, 1930 due and payable in ten years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and interest coupons of ----- 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 party of the first part hereby agrees 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 ----- 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 party 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 7 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 party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party 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 party 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 party making such sale, on demand, to the said ----- heirs and assigns.

IN TESTIMONY WHEREOF, The said party 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

Lewis Simpson (Seal)

STATE OF KANSAS,  
 DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 28 day of November 1930 before me ----- a Notary Public in and for said County and State, came Lewis Simpson to me personally known to be the same person 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.

Legal Seal

My Commission expires My Commission Expires March 25th 1933

R. M. Fitzpatrick Notary Public

Recorded Dec. 1, 1930 A. D. at 3:00 P. M.

*E. C. Constance*

Register of Deeds

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