

WITNESS my hand and official seal, the date last above written.

Legal Seal

My commission expires May 11, 1931

Hilda Gelbraith Notary Public

Recorded Dec. 13, 1930 A. D. at 3:30 P. M.

Eli & Constance

Register of Deeds

MORTGAGE

Reg. No. 1114

Fee Paid .95

THIS INDENTURE, Made this 17th day of December in the year of our Lord one thousand nine hundred and thirty between Mary Ellen Simmons widow in the County of Douglas and State of Kansas, of the first part, and W. W. Parrish of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of Three Hundred (\$300.00) Dollars, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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:

Lot Number One hundred and seventeen (117) on Tennessee Street in the city of Lawrence, 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 Mary Ellen Simmons does hereby covenant and agree that at the delivery hereof she 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, except one mortgage of \$3000. due Lawrence Building & Loan Association and that she 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 hundred (\$300.00) Dollars, according to the terms of one certain promissory note this day executed by the said Mary Ellen Simmons, widow, to the said party of the second part; said note being given for the sum of Three hundred and no/100 Dollars, dated December 17th 1930 due and payable in Two (2) years from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note.

And this conveyance shall be void if such payment be made as in said note thereto attached, and as is 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 Six thousand 500 (\$6500.00) Dollars, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest 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 ten 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 part- of the second part; and it shall be lawful for the party of the second part, his executors and administrators and 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, her 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 part-making such sale, on demand, to the said Mary Ellen Simmons widow, heirs or assigns.

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

Signed and delivered in the presence of

Mary Ellen Simmons (Seal)

STATE OF KANSAS, DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 17th day of December A. D. 1930 before me the undersigned, a Notary Public in and for the County and State aforesaid, came Mary Ellen Simmons, widow, to me personally known to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Legal Seal

My commission expires January 23, 1931

Myrtle McConnell Notary Public

Recorded Dec. 18, 1930 A. D. at 4:00 P. M.

Eli & Constance

Register of Deeds

Recorded Jan. 14, 1931. The following is endorsed on the original instrument:
Received of Mary Ellen Simmons, 17th 1930
\$300.00
declared full payment of \$300.00 with mortgage of W. W. Parrish
notarized this at Springfield
Spencer & Bright
Register of Deeds
paid 20 October
Deputy