

Receiving No. 6965

## MORTGAGE RECORD 80

Reg. No. 1696

Fee Paid, \$ 3.75

FROM

Fred D. Glead, et al  
TO

W. C. Simons

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 28 day of  
November A. D. 19 38, at 4:40 o'clock P. M.

Harold A. Beck

By \_\_\_\_\_  
Register of Deeds.  
Deputy.THIS INDENTURE, Made this 28th day of October  
hundred and thirty-eight between Fred D. Glead, Nettie Glead, his wife; Herbert J. Glead,  
Carrie J. Glead, his wife; C. A. Glead, Pearl Glead, his wife.of Lawrence in the County of Douglas and State of Kansas  
parties of the first part, and W. C. Simons

WITNESSETH, That the said parties of the first part, in consideration of the sum of \_\_\_\_\_ part y of the second part.

Fifteen Hundred and no/100 ----- DOLLARS, to them duly paid, the receipt of  
which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part y of the second part, theThe West Nine and one-third (9 1/3) acres of the West Half (1/2) of the Northwest Quarter (1/4) of the North-  
west Quarter (1/4) of Section Seven (7) Township Thirteen (13) South of Range Twenty (20) East of the Sixth  
Principal Meridian, less the following described tract: Beginning at a point 30 feet South and 115 feet  
East of the Northwest corner of said Section 7; thence East 221 feet; thence South 100 feet; thence West  
221 feet; thence North 100 feet to the point of beginning, in Douglas County, Kansas.STATOF Missouri )  
Jackson County, ) SS.Be it Remembered, That on this 31 day of October, A.D. 1938 before me, Margaret Williams, a Notary Public  
in and for said County and State, came Fred D. Glead and Nettie Glead, his wife to me personally known to be  
the same persons 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.

(SEAL) My Commission Expires Mar 19 1939

STATE OF Ala. )

Macon County, ) SS.

Margaret Williams Notary Public.

Be it Remembered, That on this 3<sup>rd</sup> day of Nov. A.D. 1938 before me, Lena C. Shehee, a Notary Public in and  
for said County and State, came Carrie J. Glead 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.

(SEAL) My Commission Expires March 20 1942

Lena C. Shehee Notary Public.

with the appurtenances and all the estate, title and interest of the said part 100 of the first part therein.

And the said part 100 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and not 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 parties making lawful claim therein.

It is agreed between the parties hereto that the part 100 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 they will 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 y of the second part, the loan, if any, made payable to the part y of the second part to the extent of its interest. And in the event thatsaid part 100 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

Fifteen Hundred and no/100 ----- DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 28th day of October 1938

and by its 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 100 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 y of the second partto take possession of the said premises and all the improvements thereon, and to sell the same to satisfy the debt and interest thereon, and to sell the premises hereby granted, or any part thereof, in the manner  
permitted 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,  
thereby, shall be paid by the part y making such sale, on demand, to the first part 100.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 parties of the first part have hereunto set their hand and seal on the day and year last above  
written.

C. A. Glead

Fred D. Glead

(SEAL)

Pearl Glead

Nettie Glead

(SEAL)

Herbert J. Glead

(SEAL)

Carrie J. Glead

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

BE IT REMEMBERED, That on this 28th day of November A. D. 19 38, before me, a  
Notary Public in the aforesaid County and State, came

Herbert J. Glead and C. A. Glead and Pearl Glead, his wife

(SEAL) 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 18th day of October 19 40.

I. C. Stevenson

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 15 day of April 1946.

W. C. Simons

Mortgagee. Owner.

This release  
was written  
on the original  
mortgage  
dated  
this 15 day  
of April  
1946  
Harold A. Beck  
Reg. of Deeds