

570

Rec. No.
6499
Fee paid
\$11.45

66430 - BOOK 94

MORTGAGE

KANSAS

THIS MORTGAGE, Made this 14th day of Sept. A. D. 1948, between

Sidney Christy Simons and Helen M. Simons, his wife,

of Douglas County and State of Kansas, party of the first part, and
The Farmers Bank of Gardner, Kansas, a corporation, party of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of

Forty Five Hundred and No/100 - - - - - Dollars,

in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, and
confirm to the said party of the second part, its successors and assigns, all the following described real
estate and premises, situated in Douglas and Johnson County, and State of Kansas, to wit:

Lot Ten and the South-half of Lot Nine in Block 217
City of Emporia, Douglas County, Kansas.

and

Lots 22, 23, and 24 in Block 21 Town of Martin, commonly called
Emperton, Johnson County, Kansas.

with all improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the payment of the principal sum of \$ 4500.00 with interest
thereon according to the terms of one certain Real Estate First Mortgage Coupon Note, made
and delivered by said party of the first part, dated Sept. 15, 1948, and payable to the order
of said party of the second part Six months years after date, with interest at the rate of Six
per centum per annum, payable semi-annually, at its office in Gardner, Kansas.

Said party of the first part agrees to pay all taxes and assessments levied on said premises, and the
interest represented by this mortgage lien, and the debt secured thereby, promptly when due, and all sums
necessary to protect the title and possession of said premises, and to keep the buildings on said premises
insured against damage by fire in some company acceptable to said second party, for not less than
\$4500.00 with loss, if any, payable to the mortgagee, as its interest may appear, and on the failure
of the party of the first part to perform any of these agreements, the mortgagee, its successors and
assigns may pay all such sums, and the amounts so paid shall be a lien on said premises collectible in the
same manner as the indebtedness hereby secured, with interest at ten per centum per annum.

If default be made in the payment of any part of the indebtedness hereby secured, either principal
or interest, as stipulated in said notes, or any of them, or if any of the foregoing agreements are not
performed, then all the indebtedness hereby secured shall, without notice, at the option of the party of
the second part, become due and payable, and shall draw interest at ten per centum per annum until fully
paid, and said mortgage may be foreclosed, and the above described premises sold, without appraisal,
in the manner prescribed by law, to pay all sums due said mortgagee as above set forth, together with
taxes, interest and costs.

The foregoing conditions being performed, this mortgage to be void, otherwise of full force and
virtue

IN WITNESS WHEREOF The party of the first part have hereunto set their hands the day and
year first above written.

Sidney Christy Simons
Helen M. Simons

State of Kansas, Johnson County, ss.

BE IT REMEMBERED, That on this 15 day of September A. D. 1948, before
me, the undersigned, a Notary Public in and for said County and State, came

Sidney Christy Simons and Helen M. Simons, his wife

who are personally known to me to be the identical persons described in and who executed the foregoing
Mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my
official seal on the day and year last above written.

J. H. Simpson
Notary Public

My commission expires May 1, 1951



This release
was written
on the original
mortgage
entered
this 14th day
of Sept.
1948.

W. H. Simpson

Recorded September 23, 1948 at 2:05 P.M.
The Farmers Bank of Gardner, Kansas, the mortgagee within names, does hereby acknowledge full payment of the debt secured by the
foregoing mortgage, and authorize the register of deeds of Douglas and Johnson County, Kansas, to discharge the same of record.
IN WITNESS WHEREOF, the said Corporation has caused these presents to be signed by its Vice Pres. and its official seal to be
affixed this 14 day of March, A. D. 1949 THE FARMERS BANK OF GARDNER, KANSAS By W. A. Stockover Vice Pres. (Seal Only)

Harold O. Beck Register of Deeds