

46962 BOOK 102

This Indenture,

Made this 9th day of August A. D., 1952, between Othie E Johnson and Lillian Bernice Johnson, his wife,

of Eudora in the County of Douglas and State of Kansas
of the first part, and The Wellsville Bank

party of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Seventy Eight Hundred & No;100-----

DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and Mortgage to the said part y of the second part, its successors 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:

The North Half of the Northwest Quarter of Section Twenty one (21) and the North Thirty (30) acres of the South Half of the Northwest Quarter of Section Twenty one (21) in Township Fourteen (14) of Range Twenty one (21), containing 110 acres.

Also

The South 80 acres of the Southwest Quarter of Section 28, and ten acres in the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 28 and further described as follows: Commencing at the Southwest corner of said Northwest quarter of said Southeast Quarter of Section 28; thence running North 29 rods; thence East 55 rods, 2 feet, 8 inches; thence South 29 rods; thence West to place of beginning, all the above land being in Township 14, Range 21, in Douglas County, Kansas

And the said first parties do hereby covenant and agree that at the delivery hereof to be 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, whatsoever

This grant is intended as a mortgage to secure the payment of Seventy Eight Hundred & No;100----- Dollars, according to the terms of One certain Note this day executed and delivered by the said first parties to the said part y of the second part with interest at 5% per annum

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part y of the second part its successors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part ies making such sale, on demand, to said first parties their heirs and assigns

In Witness Whereof, The said part ies of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Othie E Johnson (SEAL)
Lillian Bernice Johnson (SEAL)

STATE OF KANSAS,

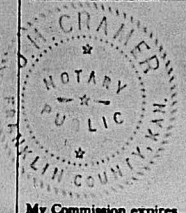
Franklin County, } ss.

Be It Remembered, That on this 9th day of August A. D. 1952

before me, J. H. Cramer, a Notary Public in and for said County and State, came Othie E Johnson and Lillian Bernice Johnson, 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.



My Commission expires MAY 15 1955

J. H. Cramer Notary Public

[Vertical handwritten notes on the right margin, including "This note... 1951" and other illegible text.]