

547

Reg. No. 15,900

Fee Paid \$5.50

MORTGAGE BOOK 124 73391 (S.A.) Replat Legal Blanks-FORIE PRINTING CO.-Lawrence, Kansas

This Indenture, Made this 27th day of April A. D. 1960, between James M. Johnson, Jr. and Ruby M. Johnson, Husband and Wife

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

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Two Thousand Two Hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he VS sold and by these presents do grant, bargain, sell and Mortgage to the said part Y of the second part its 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:

All of the North Eighty-three (83) feet of lots One Hundred Twenty One, One Hundred Twenty-two (122) and One Hundred Twenty-four (124) on Chapel Street in the City of Baldwin City

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said James M. Johnson, Jr. and Ruby M. Johnson, Husband and Wife do hereby covenant and agree that at the delivery hereof they are 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

This grant is intended as a mortgage to secure the payment of Two Thousand Two Hundred and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said James M. Johnson, Jr. and Ruby M. Johnson, Husband and Wife to the said part Y of the second part

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 executors, administrators 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 making such sale, on demand to said James M. Johnson, Jr. and Ruby M. Johnson, Husband and Wife heirs and assigns

In Witness Whereof, The said part 1st of the first part he VS hereunto set their hands and seals the day and year first above written. Signed, Sealed and delivered in presence of

James M. Johnson Jr. (SEAL)
James M. Johnson, Jr. (SEAL)
Ruby M. Johnson (SEAL)
Ruby M. Johnson (SEAL)

STATE OF KANSAS,

Douglas County



BE IT REMEMBERED, That on this 27 day of April A. D. 1960 before me, C. B. Butell a Notary Public

in and for said County and State, came James M. Johnson Jr. and Ruby M. Johnson, husband and 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 10-6-60 19 Notary Public

This release was written on the original mortgage. Entered this 26 day of February 1962

Recorded May 12, 1960 at 9:25 A.M. RELEASE

Harold C. Beck Register of Deeds
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 19th day of February 1962.
Donald O. Nutt Exec. Vice President
Hale Steele, Cashier Mortgagee. Owner.

(Corp. Seal)