

## MORTGAGE

(No. 52A)

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87248 BOOK 136

**THIS INDENTURE** Made this 2nd day of March  
A. D. 1964, between J.F. Johnson and Catherine D. Johnson, Husband and Wife

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

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of  
Seven Thousand and no/100 ----- DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do  
grant, bargain, sell and Mortgage to the said part y of the second part its ~~heirs~~ <sup>successors</sup> 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 Lot Seventy-eight (78) and the east half of Lot Eighty (80)  
on Elm Street, Baldwin City, Kansas

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

And the said Parties 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 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 Seven Thousand and no/100 -----  
Dollars, according to the terms of one certain note this day executed and delivered by the  
said Parties of the first part 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~~ <sup>sum</sup> shall become due  
and payable, and it shall be lawful for the said part y of the second part its ~~executors~~ <sup>administrators</sup>  
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

heirs and assigns

In Witness Whereof, The said part ies of the first part ha ve hereunto set their

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

J. F. Johnson (SEAL)  
J. F. Johnson (SEAL)  
Catherine D. Johnson (SEAL)  
Catherine D. Johnson (SEAL)

STATE OF KANSAS,

Douglas

County } ss:



**BE IT REMEMBERED**, That on this 2nd day of March A. D. 1964  
before me, the undersigned a Notary Public  
in and for said County and State, came J.F. Johnson and Catherine D.  
Johnson, husband and wife

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.

My Commission expires May 22 1965

Jerry L. Vickers Notary Public

Recorded March 11, 1964 at 2:48 P.M.

Wm. D. Beck Register of Deeds

For Release See Book 279 Page 355