

Reg. No. 990
Fee Paid \$2.25

MORTGAGE BOOK 112 3896 (No. 32A) Boyles Legal Blanks-FORRE PRINTING CO.-Lawrence, Kansas

This Indenture, Made this 11th day of November A. D. 1964, between Ernest G. Johnson and Luella Jean Johnson, his wife of Moore, in the County of Cleveland and State of Oklahoma of the first part, and Arden Johnson of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of NINE HUNDRED FIFTY AND 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 2nd of the second part his 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:

Lots 45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87- and 88 on King Street and Lots 45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87- and 88 on Monroe Street and Lots 67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87- and 88 on Newton Street and Lots 68-70-72-74-76- and 78 on Jersey Street, including all vacated portions of Street and Alleys belonging to said lots. All in the City of Baldwin City Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Ernest G. Johnson and Luella Jean Johnson do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances. This mortgage is subject to a mortgage given the Wellsville Bank, Wellsville Kansas, Dated June 26th, 1963 for \$1671.53

This grant is intended as a mortgage to secure the payment of NINE HUNDRED FIFTY AND NO/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Ernest G. Johnson and Luella Jean Johnson to the said part 2nd 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 2nd of the second part, his heirs, administrators, 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 Ernest G. Johnson and Luella Jean Johnson their heirs and assigns

In Witness Whereof, The said part 1st of the first part have hereunto set their hands and seals the day and year first above written. Signed, Sealed and delivered in presence of Ernest G. Johnson (SEAL) Luella Jean Johnson (SEAL)

STATE OF KANSAS, Douglas County, BE IT REMEMBERED, That on this 20th day of November A. D. 1964 before me, the undersigned a Notary Public in and for said County and State, came Luella Jean Johnson

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 March 8, 1966 Donald O. Nutt Notary Public