

MORTGAGE

(No. 52A)

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BOOK 156

20275

THIS INDENTURE

Made this 3rd day of March

A. D. 19 70, between Elmer R. Johannning and Thelma B. Johannning, husband and wife,

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Hugh B. Axe and Alta May Axe, husband and wife, and
Erma Jean Porter, as joint tenants with right of survivorship and
not as tenants in common,

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of
Ten Thousand (\$10,000.00) 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 ies of the second part their 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: Beginning at a point in the Section line Five Hun-
dred Nineteen (519) feet North of the Southwest corner of Section 5, Town-
ship 13 South, Range 20 East, thence South 89° East Four Hundred Seventy-
four (474) feet; thence North Two Hundred (200) feet; thence North 89° West
Four Hundred Seventy-Four (474) feet to Section line; thence South on said
line Two Hundred (200) feet to the point of beginning, containing 2.18 acres

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

And the said Elmer R. Johannning and Thelma B. Johannning

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 grant is intended as a mortgage to secure the payment of Ten Thousand (\$10,000.00) Dollars
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 ies of the second part payable in monthly installments of \$188.72 each,
together with interest thereon at the rate of 5 per cent per annum from
date hereof beginning on the 1st day of April, 1970.

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 ies of the second part their 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 ies making
such sale, on demand to said parties of the first part,

their heirs and assigns

It is agreed and understood that this is a purchase money mortgage.

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

Signed, Sealed and delivered in presence of

Elmer R. Johannning (SEAL)

(SEAL)

Thelma B. Johannning (SEAL)

(SEAL)

STATE OF KANSAS, |

DOUGLAS

County



BE IT REMEMBERED, That on this 3rd day of March A. D. 19 70

before me, the undersigned

a Notary Public

in and for said County and State, came Elmer R. Johannning and

Thelma B. Johannning, 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

January 22 19 73

Marian Shortland Notary Public

Recorded March 3, 1970 at 2:28 P.M.

Lawrence National Bank
Janice Beeson Register of Deeds