

This Indenture, Made this Twenty Sixth day of July in the year of our Lord one thousand eight hundred and ninety seven between Charles A. Johnson & Mary S. Johnson his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and Charles A. Jones & J. E. Hair of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred & Eighty five 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 parties 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:

North fifty five (55) Acres of the West half (1/2) of the North East quarter (1/4) Section thirty four (34) Township fourteen (14) Range Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles A. Johnson & Mary S. Johnson his wife do hereby covenant and agree that at the delivery hereof they 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 the sum of Two hundred & eighty five dollars according to the terms of Two certain Notes this day executed and delivered by the said Charles A. Johnson & Mary S. Johnson to the said parties of the second part: One note for one hundred & five dollars with interest at 10% payable semi-annually One note for one hundred & eighty dollars with interest at 10% payable semi-annually

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, 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 parties 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, appraisement hereby waived or not at the option of the parties of the second part their executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Charles A. Johnson & his wife heirs and assigns.

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

Signed and delivered in presence of

A. B. Power

Chas A. Johnson (SEAL.)

Mary S. Johnson (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 26 day of July, A. D. 1897, before me, A. C. Kidder, a Notary Public in and for said County and State, came Charles A. Johnson and Mary S. Johnson his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires July 9, 1898 A. C. Kidder

Recorded July 27 A. D. 1897, at 8:10 o'clock A.-M. Notary Public.

James Brook  
Register of Deeds.

For Release See Book 41 Page 113