

JOURNAL 26, LAWRENCE, KAN.

This Indenture, Made this 25th day of February in the year of our Lord one thousand eight hundred and ninety one between Charles W. Johnson and Ellen G. Johnson, his wife, of the first part, and Eric G. Johnson, of the same place, of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Thousand 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 party

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: The east half of the south half of the northwest quarter of section No. Two (2) in Township No. Fourteen (14) South of Range No. Twenty (20) East; also the north east quarter of section No. Ten (10) in Township No. Fourteen (14) South of Range No. Twenty (20) East; also an additional tract of land described as follows, to-wit: Commencing at the north west corner of the northeast quarter of section No. Ten (10) in Township No. Fourteen (14) South of Range No. Twenty (20) East, thence running west twenty (20) rods, thence south eighty (80) rods, thence east eighty (80) rods, thence north eighty (80) rods to the place of beginning, excepting therefrom two acres in the same corner of the south west corner thereof used as a graveyard, being in all 22 acres of land, more or less with all the appurtenances, and all the estate, title and interest of the said parties 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, and that they will warrant and defend the same in the quiet and peaceable possession of said second party, his heirs and assigns forever against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Two Thousand Dollars,

according to the terms of One certain Mortgage Note this day executed and delivered by the said parties of the first part to the said party of the second part:

Due in five years from date, with interest from date to maturity as provided by contract attached thereto, and interest after maturity or default at the rate of ten per cent per annum until fully paid in cash or by Sheriff's Deed 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 party of the second part his 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 party of the second part 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 surplus, if any there be, shall be paid by the party of making such sale on demand to the said parties of the first part their 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

Rev. Stamp 500

Charles W. Johnson (SEAL.)

Ellen G. Johnson (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas County } SS.

Be it Remembered, That on this 25th day of February, A. D. 1891, before me,

State, came Charles W. Johnson and Ellen G. Johnson to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

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

My commission expires Dec. 13th 1901 Wm. J. Sinclair

Recorded McLw- 8th A. D. 1901, at 4³⁰ o'clock P. M. Notary Public,

W. J. Sinclair
Register of Deeds.

The following is endorsed on original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
Witness my hand this 30th day of January A.D. 1903
Attest
W. A. Johnson

Recorded January 30th 1903
J. C. Bowman
Dep. Registrar of Deeds

