

MORTGAGE RECORD No. 42.

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This Indenture, Made this 12th day of March in the year of our Lord, 1903
hundred and three, between William E. Johnson and Annie J. Johnson
husband and wife of in the County of
Douglas and State of Kansas, of the first part, and

W. E. Spaulding of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Five Hundred 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 South half of the South West quarter of the South
East quarter of Section Seven (7) Township Twelfth (12) Range Twelfth (12) Also Commence at a point
fifty feet (53) Rods west of the South East corner of said quarter section; thence North Forty Nine (49) Rods;
thence west thirty seven (37) Rods; thence South Forty Nine (49) Rods; thence East on the south
line of said quarter section thirty seven (37) Rods to the place of beginning. Also: The North
West quarter of the North West quarter of said South East quarter of Section Seven (7) &
the North half of the West ten (10) acres of the South Forty five and one half acre
of the East half of said South East quarter section seven (7) & the west five (5)
acres of the North fifteen and one half acres of the South Thirty Five (35)
acres of the East half of said South East quarter of said Section Seven (7)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
William E. Johnson & Annie J. 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 Grant is intended as a Mortgage to secure the payment of the sum of

Five Hundred Dollars

according to the terms of one certain note this day executed

and delivered by the said William E. Johnson & Annie J. Johnson to the said party of the second part
payable three years after date with interest payable semi annually at the
rate of seven per cent per annum according to schedule coupons attached to said note

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; and out of all the moneys arising from
 such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if
 any there be, shall be paid by the party making such sale, on demand, to said parties of the first part themselves
 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, Sealed and Delivered in Presence of

Geo A. Banks

Wm E. Johnson [SEAL]

Annie J. Johnson [SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 12th day of March A. D. 1903 before me

Geo A. Banks a Notary Public in and for said County and State, came
William E. Johnson & Annie J. Johnson husband and 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 subscribed my name and affixed my official seal on the day and
 year last above written.

My Commission Expires Nov 27th 1904

Geo A. Banks
 Notary Public.

Filed for Record the 18th day of March A. D. 1903, at 3¹⁰ o'clock P. M.

A. W. Armstrong Register of Deeds.

By J. L. Loomis Deputy.

This instrument was witnessed by the wife of the mortgagee in the presence of the undersigned.

Recorded Jan 5-1906
 Geo A. Banks, Notary Public,
 121 Blair & Robinson Bldg.