

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. Journal Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this Ninth day of January in the year of our Lord, Nineteen hundred and five, between Chas. B. Johnson and Isabelle Johnson his wife of Lawrence in the County of

DouglasFlora Friedman

of the second part:

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

One 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 her 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 Nos One hundred and sixty seven (167) and One hundred and sixty nine (169)
Our Street front in Block No four (4) in that part of the City of Lawrence known
as North Lawrence, Subject to prior Mortgage of \$300. to Wm. S. Sinclair, dated February
22nd 1902 Recorded in Book 38 of Mortgages at page 230. records of Douglas County
Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Chas. B. Johnson and Isabelle 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 and that they will warrant and defend the same in the quiet and peaceful possession of said street front to her 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

One hundred 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

and as long as the said mortgage note is not paid in full, it is agreed that the parties of the first part shall remain bound to the parties of the second part to the extent of the said mortgage note, and until after maturity or default of the note of 1910 for a sum of \$300. fully paid in cash or by drafts due to them as decided property

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 her 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 their heirs and assigns.

IN WITNESS WHEREOF, The said parties 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
Witness to Mortg. Flora Friedman

Charles B. Johnson [SEAL]
Isabelle Johnson [SEAL]
[SEAL]

STATE OF KANSAS,

Douglas CountyBE IT REMEMBERED, That on this 9th day of January A. D. 1905, before methe UndersignedChas. B. Johnson and Isabelle 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 subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires March 29th 1905Joseph B. Riggs Notary Public.Filed for Record the 15th day of January A. D. 1905, at 10 o'clock P. M.W. W. Armstrong Register of Deeds.
Deputy.

This mortgage is subject to the original mortgage. The said parties have been paid in full, it is agreed that the parties of the first part shall remain bound to the parties of the second part to the extent of the said mortgage note, and until after maturity or default of the note of 1910 for a sum of \$300. fully paid in cash or by drafts due to them as decided property. As witness my hand this 24th day of January, A. D. 1905.

Recorded May 29 1912
H. L. Lawrence
Register of Deeds