

MORTGAGE RECORD No. 42.

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

This Indenture, Made this Fifth day of June in the year of our Lord, nineteen hundred and five, between Newton C. Johnson and Susie F. Johnson his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

Witnesseth, That the said part (ies) of the first part, in consideration of the sum of Three 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 part 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:

Lot number One hundred and forty nine (149) on Kentucky Street, in the City of Lawrence Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part (ies) 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 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 Three Hundred Dollars,

according to the terms of One certain Note this day executed Parties of the first part to the said part of the second part Payable two years after date, with interest thereon according to the terms of said Note and coupons thereto attached.

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 part 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 part of making such sale, on demand, to said Parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part (ies) of the first part has (have) hereunto set their hand and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

Jennie Watt.

Newton C. Johnson [SEAL]

Susie F. Johnson [SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 5th day of June A. D. 1905, before me Jennie Watt a Notary Public in and for said County and State, came Newton C. Johnson and Susie F. 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 30th March 1908

Jennie Watt. Notary Public.

Filed for Record the 7th day of June

A. D. 1905, at 8:40 o'clock A. M.

W. C. Armstrong

Register of Deeds.

Deputy.

The following is subscribed on the original instrument
The note referred to having been paid in full this mortgage is hereby
released and the term thereby created is hereby cancelled
as witness my hand this 7th day of June A.D. 1909
Hugh Blair
Jennie Watt.

Recorded June 7 1909
J. W. C. Lawrence
Register of Deeds.