## MORTGAGE RECORD No. 45.

631

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan. housand & This Indenture, Made this 21 st day of September in the year of our Lord mineteen hundred and ten, between Carnelius Johnson and addie E Johnson his wife \_in the County of Cheridan\_\_\_\_\_and State of Kansas, of the first part, and\_\_\_\_ Ferdinand 7 Smith second part: \_\_\_\_\_ of the second part: on of the sum of Witnesseth. That the said part We first part, in consideration of the sum of Eight Hundred End fifty (850) DOLLARS, \_\_\_\_\_ DOLLARS, to the sold, and by these presents do grant, bargain; sell and mortgage sell and mortgage to the said part for the second part her heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, ounty of Douglas, 11 and State of Kansas, described as follows, to-wit:\_\_\_ sity Place Commencing at a point 30 rode South of the north East corner of the North West quarter (4) of Section Eighteen (18) in Township no Fourter (4) South of Range no Zwenter (20) East of the both T. Mand on the East Eine thereof Thenese running West 63 3000 rodes, Thence South 63 300 rode Thence East 3000 Lords Thence north 63 3 south 63 300 tall, this more than it is Jerdeman of beginning, Containing 25 acres with all the appurtenances, and all the estate, title and interest of the said part set of the first part therein. And the said Ē harties of the first part \_\_\_\_\_ do \_\_ hereby covenant and agree that ant and agree that at the delivery hereof they are the lawful owner of the premises, above granted, and seized of a good and indefeasible and indefeasible delend the estate of inheritance therein, free and clear of all incumbrances\_\_\_\_ Eight Hundred East fifty Dollars ent of the sum of \_certain\_\_\_\_ according to the terms of\_\_\_\_ and delivered by the said parties of the first front to the said part of the second part f the second part in dallars nd partaques interest the 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, any part thereof, the whole amount 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 <u>for the second part</u>, Madexecutors, administrators and assigns, at ors and assigns, at he moneys arising 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 uch sales, and the overplus, if any there be, shall be paid by the part y making such sale, on demand, to said frarties of the first hart their heirs and assigns. is all assigns. IN WITNESS WHEREOF, The said part  $\mathcal{M}$  of the first part has  $\mathcal{P}$  hereunto set  $\mathcal{I}_{ket}^{\mathcal{M}}$  hand  $\mathcal{I}$  and seal 5 the day and year first above d year first above written. Cornelius Johnson [SEAL] addie & Johnson [SEAL] Signed, Sealed and Delivered in presence of [SEAL] \_[SEAL] \_[SEAL] [SEAL] STATE OF KANSAS, heredan County - 55. 22 day of October A. D. 1910, before me, BE IT REMEMBERED, That on this 10, before me, -a Notary Public in and for said County and State, came Speer y and State, came 2 Johnson ad addie 6 Chuson and Zo to me personally known to be the same wn 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 affixed my official seal on the day and al on the day and year last above written. heer. My Commission Expires Alec 9 1910 Notary Public. Notary Public. A. D. 1910 at 11 00 PM. \_M. Filed for Record the\_\_\_\_ Floyd L Lawrence Register of Deeds. Register of Deeds. \_\_\_\_ Deputy.