

This Indenture, Made this 16th day of April A. D. 1909, between William E. Johnson and Annie J. Johnson Husband and wife of Douglas County, in the State of Kansas of the first part, and Peoples State Bank, Lawrence, Kansas; of the second part:

Witnesseth, That said part 1st of the first part, in consideration of the sum of One thousand 00/100 and 00/100 DOLLARS the receipt of which is hereby acknowledged, do by these presents, mortgage and warrant unto said part 2d of the second part, its successors and assigns, all the following described REAL ESTATE, situated in Douglas County, and State of Kansas, to-wit:—

of Southeast Qr.
The Northwest Qr. of the Northwest Qr. of Section Seven (7) and the East Half of the Northwest Qr. of the Southeast Qr. of Section Seven (7) and the North Thirty Four and 35/100 acres (34.45) of the East Half of the Southeast Qr. of Section Seven (7) all in Township Fourteen (14) Range Nineteen (19) East of 6th P.M. Also The South Half of the Southwest Qr. of the Southeast Qr. Section Seven (7) Twp fourteen (14) Range Nineteen (19) Also Begin 53 rods West of the Southeast corner of said Southeast Qr. of Sec. Seven (7) Thence North 42 rods, thence West 27 rods, thence South 42 rods, thence East 27 rods to the place of beginning all East of the 6th P.M. Also the West Five Acres of the North Fifteen 1/2 Acres of the South Thirty 1/2

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever:

PROVIDED, ALWAYS, And these presents are upon this expressed condition; that whereas said

ha this day executed and delivered certain promissory note in writing to said part of the second part of which the following cop

Five 1/2 Acres of the East Half Eighty Acres in Sec. Seven (7) Twp. Fourteen (14) Range Nineteen (19) Also the North Half of the West Ten Acres of the South Forty Five 1/2 Acres of the East Half of the Southeast Qr. of Section Seven (7) Township Fourteen (14) Range Nineteen, East of the 6th P.M. In all about One Hundred and One (101) Acres, it being the intention to mortgage all the land I now own in said Douglas County Kansas.

NOW, If said part 1st of the first part shall pay or cause to be paid to said part 2d of the second part, the successors said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid, when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid, when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall, and by these presents become due and payable, and said part 2d of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said part 1st of the first part ha thereunto set their hand the day and year first above written.

William E. Johnson
Annie J. Johnson

STATE OF KANSAS, }
Douglas County, } ss.

BE IT REMEMBERED, That on this 16th day of April A. D. 1909, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came William E. Johnson and Annie J. Johnson his wife

who personally known to me to be the same person 2 who executed the within instrument of writing, and such persons have duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Seal, the day and year last above written.

E. J. Hilkey Notary Public.
Term expires Jan 26th 1910

Recorded Oct 2nd A. D. 1909, at 9²² o'clock Am M.
Floyd L. Lawrence Register of Deeds.

Recorded Oct. 17, 1910 at 10:00 a.m.
 (This following is endorsed on the original instrument)
 By the undersigned, William E. Johnson, by the legal heirs and assigns of the mortgagor, the sum of One Thousand Dollars in full payment of the principal of the said mortgage, together with interest thereon, which is hereby discharged and paid in full.
 By the undersigned, Peoples State Bank, Lawrence, Kansas, the sum of One Thousand Dollars in full payment of the principal of the said mortgage, together with interest thereon, which is hereby discharged and paid in full.
 By the undersigned, E. J. Hilkey, Notary Public, the sum of One Thousand Dollars in full payment of the principal of the said mortgage, together with interest thereon, which is hereby discharged and paid in full.

And this instrument is made, executed and delivered upon the following conditions, to-wit: Said part of the first part are justly indebted unto the said party of the second part in the principal sum of One Thousand 00/100 Dollars, payable according to the tenor and effect of one certain First Mortgage Note, executed and delivered by the said parties of the first part, bearing date April 16th 1909 and payable to the order of the said party of the second part, on the 16th day of April 1914 with interest thereon from date until maturity at the rate of 6 1/2 per cent per annum, payable semi-annually on the 16th days of April and October in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by 10 interest coupons attached to said principal note and of even date therewith and payable in like manner. Said parties of the first part agree to insure said real property for the period of this loan for at least One Thousand 00/100 Dollars, for the benefit of the said mortgagee, or its assigns, any loss under such insurance to be made payable to them according to their interest; and also agree to have any release of this mortgage made by said mortgagee or its assigns recorded at the expense of said parties of the first part.