

MORTGAGE STANDARD FORM. (Gazette Co. Printers, Binders and Blank Book Makers, Lawrence, KS.)

This Indenture, Made this twenty eight day of February in the year of our Lord nineteen
hundred and eleven, between Frank H. Johns and Carrie Johns, his wife

Douglas of _____ in the County of _____
and State of Kansas, of the first part, and
L. J. Herd of Lawrence, Kansas of the second part:

Witnesseth, That the said part 10 of the first part, in consideration of the sum of Three Thousand Three Hundred (\$3300) 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 4 of the second part their 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 West Quarter of the South West Quarter of Section No Twenty-one (21) in Township No Twelve (12) South of Range No Twenty (20) East of 6th Principal Meridian, containing (40) acres more or less.

with all the appurtenances and all the estate, title and interest of the said part less 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 owner^s 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 Thousand Three Hundred Dollars according to the terms of Seven certain notes this day executed

and delivered by the said Parties of the first part for part of purchase money to the said part 4 of the second part Out of \$200 due in 1 year in 6 notes of \$200 each due annually thereafter, with
interest @ 5 1/2 % as provided in said notes

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 4 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 4 making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part of the first part has hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Frank A. Johns [SEAL]

Carrie Jahns

—[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 7th day of March A. D. 1911 before me,

Frank H. Johns and Carrie Johns, his wife

_____ to me personally known 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 year last above written.

My Commission Expires Dec 28 1922

Wm. G. Sinclair Notary Public.

Filed for Record the 8 day of March A. D. 1911, at 10³⁰ o'clock a M.

Floyd L Lawrence Registrar of Deeds.