

MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM. Gazette 50, Western, Western and USEE 1000 Meters, Lawrence, Kan.

This Indenture, Made this 20th day of March in the year of our Lord Nineteen hundred Eleven, between Charles A. Johnson and Mary L. Johnson his wife, of Douglas and State of Kansas, of the first part, and The Baldwin State Bank of Baldwin Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One hundred Twenty five 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 its successors 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 North five acres (55) of the West half (1/2) of the North East Quarter (N.E. 1/4) of Section No. Thirty four (34) in Township No. 9 North (14) South of Range Twenty (20) East of Sixth (6) P. M.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles A. Johnson and Mary L. 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.

This Grant is intended as a Mortgage to secure the payment of the sum of One hundred Twenty five dollars according to the terms of certain note this day executed and delivered by the said Charles A. Johnson and Mary L. Johnson to the said party of the second part due in 2 years with 8% interest payable semi annually.

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, its 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 surplus, if any there be, shall be paid by the party making such sale, on demand, to said Charles A. Johnson heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Char. A. Johnson [SEAL]
Mary L. Johnson [SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED that on this 20 day of March A. D. 1911, before me,

W. M. Clark, Notary Public in and for said County and State, came Charles A. Johnson and Mary L. 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 May 15 1911 W. M. Clark Notary Public.

Filed for Record the 21 day of March D. 1911, at 9:05 clock A. M.

Floyd L. Laurance, Register of Deeds, Deputy.

Baldwin State Bank
11-11-11

[Circular Stamp]

Recorded July 16 1911
Floyd L. Laurance
Register of Deeds

Deputy

Deputy