

MORTGAGE RECORD.

The Gazette, Lawrence, Kansas

This Indenture, Made this 10th day of March in the year of our Lord one thousand nine hundred and thirteen between William H. Johanning, a single man of Baldwin in the County of Douglas and State of Kansas, of the first part, and

Jacob Schuler

of the second part: Five Thousand DOLLARS, WITNESSETH, That the said part of the first part, in consideration of the sum of Five Thousand DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do sell, grant, bargain, sell and mortgage to the said party 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:

South East (1/4) quarter of section (20) Township - 7N - 14E, Range (19) Nineteen, East of the sixth principal meridian,

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said William H. Johanning do so hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Five Thousand DOLLARS,

according to the terms of one certain promissory note... this day executed by the said

William H. Johanning to the said party of the second part; said note being given for the sum of Five Thousand DOLLARS, dated Lawrence, Kans. Mch. 10 - 1913, due and payable in Five years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of 100 dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said party of the first part hereby agree... to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises

insured in favor of the said mortgagee, in the sum of Five Thousand DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the party of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note... and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part, his executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party of the second part, making such sale, on demand to the said William H. Johanning heirs and assigns.

IN TESTIMONY WHEREOF, The said party of the first part has hereunto set his hand and seal... the day and year last above written.

W. H. Pucher

William H. Johanning

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 10th day of March A. D. 1913, before me,

A. P. Chlun a Notary Public in and for said County and State, came

William H. Johanning, a single man to me personally known to be the same person who executed the foregoing instrument of writing 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 April 10th 1915. A. P. Chlun Notary Public.

Filed for Record on the 10th day of March A. D. 1913, at 1⁰⁰ o'clock P. M.

Delroy L. Lawrence Register of Deeds.
R. M. McConnell Deputy.

This instrument is returned to the official instrument...
This mortgage herein described having been paid in full, this mortgage is hereby released and the...
that money assessed discharged. At witness my hand this... day of March, A. D. 1913.

J. H. Schuler

Recorded March 7 - 1913

Estelle P. Nichols

Register of Deeds.

For Assignment See Book 57 Page 71

Peoples State Bank Form