

Mortgage Record No. 52.

This Indenture,

Made this 1st day of January in the year of our Lord  
Nineteen hundred and fourteen, between Robert B. Johnston & Helene A. Johnston, husband and wife, of Lawrence, in the County of Douglas, and State of Kansas, of the first part, and Luther M. Lewis of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Thirty four Hundred (\$3,400.00) 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, 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:

The South-east Quarter (1/4) of Section Thirty-six (36), Township Thirteen (13), Range Nineteen (19); The North-east Quarter (1/4) of Section One (1), Township Fourteen (14), Range Nineteen (19); and the North half (1/2) of the South-east Quarter (1/4) of Section One (1), Township Fourteen (14), Range Nineteen (19), All in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Robert B. Johnston & Helene A. Johnston, parties of the first part 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 except a mortgage in favor of the Northwestern Mutual Life Insurance Company, for \$2500.00 dated August 1st 1904.

This Grant is intended as a Mortgage to secure the payment of the sum of Thirty Four Hundred (\$3,400.00) according to the terms of one promissory note, this day executed and delivered by the said Robert B. Johnston & Helene A. Johnston to the said party of the second part

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, 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 party of the second part, making such sale, on demand, to said Robert B. Johnston & Helene A. Johnston, their 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

Robert B. Johnston (SEAL)  
Helene A. Johnston (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 1st day of January, A. D. 1914, before me, Raymond F. Rice, a Notary Public in and for said County and State, came Robert B. Johnston & Helene A. Johnston, husband and 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 January 26th 1917

Raymond F. Rice

Notary Public.

Filed for Record the 16th day of July

D. 1914, at 5:00 o'clock P. M.

Hoyd L. Lawrence  
Geo. C. Metzger

Register of Deeds.

Deputy.

This Indenture is acknowledged as the Indenture of the parties herein named.

Notary Public in and for the State of Kansas, my commission expires July 1st 1917.

Recorded July 8 1914  
Hoyd L. Lawrence  
Geo. C. Metzger