

MORTGAGE RECORD

This Indenture Made this 24thday of October

in the

year of our Lord one thousand nine hundred and twentieth

, between

Edward F. Johnson and Laura Johnson, his wife,of Lauriein the County of Douglas

and State of Kansas, of the first part, and

C. H. Tucker

of the second part:

WITNESSETH, That the said part ix of the first part, in consideration of the sum ofTwenty five hundred

DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, he sold, and by these presents do grant, bargain, sell and mortgageto the said part ix 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 North half (1/2) of the Southwest quarter (1/4) and the West fifteen and one quarter (15 1/4) acres of the South half (1/2) of the Southwest quarter of Section thirty-five (35), Township thirteen (13), Range twenty (20), containing ninety-five and one quarter (95 1/4) acres more or less.

with the appurtenances, and all the estate, title and interest of the said part ix of the first part therein. And the said Edward F. Johnson and Laura Johnson, his wife 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, and that they 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 Twenty five hundred

DOLLARS,

according to the terms of one certain promissory note, this day executed by saidEdward F. Johnson and Laura Johnson, his wifeto the said part ix of the second part; said note being given for the sum ofTwenty five hundred

DOLLARS,

dated October 24, 1917, due and payable in five year s from date thereof,with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of 75dollars 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 part ix 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 said mortgagee, in the sum of

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 part ix 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 part ix of the second part, and all sums paid by the part ix of the second part for insurance, shall be due and payable or not, at the option of the part ix of the second part; and it shall be lawful for the part ix 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 part ix 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 over-plus, if any there be, shall be paid by the part ix making such sale, on demand, to the said parties of the first part heirs and assigns.

IN TESTIMONY WHEREOF, The said part ix of the first part ha ve hereunto set their hand E and seal S the day and year last above written.

Signed, sealed and delivered in presence of

Edward F. Johnson

(SEAL.)

Laura Johnson

(SEAL.)

STATE OF KANSAS

Douglas County

ss.

BE IT REMEMBERED, That on this 24th day of October A. D. 1917.before me, A. F. Blinn Notary Publicin and for said County and State, came Edward F. Johnson & Laura Johnsonhis wifeto me personally known to be the same person s 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.

A. F. Blinn

Notary Public.

My commission expires April 10, 1919This instrument was filed for record on the 3rd day of November A. D. 1917, at 10⁴⁵ o'clock a M.Estelle Northrup

Register of Deeds.

By _____ Deputy.

Recorded - Feb. 28 1922

This mortgage is not to be recorded until the full amount of the principal and interest has been paid in full. This mortgage is hereby released and discharged. As witness my hand this 24th day of October, A. D. 1917.

Notary Public.

Deputy.