

## MORTGAGE RECORD

## This Indenture Made this

7th

day of

March

in the

year of our Lord one thousand nine hundred and eighteen

between

William H. Johanning and Carrie M. Johanning, his wife

of Baldwin

in 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<sup>ies</sup> of the first part, in consideration of the sum of

Four thousand

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<sup>ies</sup> 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-east quarter (1/4) of section twenty (20)

in Township Fourteen (14) Range Nineteen (19)

with the appurtenances, and all the estate, title and interest of the said part<sup>ies</sup> of the first part therein. And the said part<sup>ies</sup> 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, 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 Four thousand and no/100

DOLLARS,

according to the terms of a certain promissory note this day executed by, said part<sup>ies</sup> of the first partto the said part<sup>ies</sup> of the second part; said note being given for the sum of Four thousand

DOLLARS,

dated Lawrence, Kansas, Feb 24th 1918 due and payable in five year from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of 110¢ 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 part<sup>ies</sup> 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<sup>ies</sup> 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<sup>ies</sup> of the second part, and all sums paid by the part<sup>ies</sup> of the second part for insurance, shall be due and payable or not, at the option of the part<sup>ies</sup> of the second part; and it shall be lawful for the part<sup>ies</sup> of the second part, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part<sup>ies</sup> of the second part, their 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<sup>ies</sup> of the second part, their 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<sup>ies</sup> making such sale, on demand, to the said part<sup>ies</sup> of the first part, their heirs and assigns.IN TESTIMONY WHEREOF, The said part<sup>ies</sup> of the first part have hereunto set their hands and seals the day and year last above written.

Signed, sealed and delivered in presence of

STATE OF KANSAS

Douglas

County

ss.

BE IT REMEMBERED, That on this 7th day of March A. D. 1918,

before me, A. E. Flinn

a Notary Public

in and for said County and State, came William H. Johanning and Carrie

M. Johanning, his wife

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 10, 1919

Notary Public.

This instrument was filed for record on the 7th day of March

A. D. 1918, at 2:40 o'clock P. M.

E. H. Mochel

Register of Deeds.

By F. H. Flinn Deputy.

The following is endorsed on the original instrument.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

At witness my hand this 30 day of March A. D. 1923

C. H. Tucker

Recorded March 30, 1923

J. B. Nelson

Register of Deeds

in the

between

the first part, and

of the sum of

DOLLARS

sell and mortgage

ty of Douglas and

County

to the said part<sup>ies</sup>

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:

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in Township Fourteen (14) Range Nineteen (19)

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with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of 110¢

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 part<sup>ies</sup> 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<sup>ies</sup> 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<sup>ies</sup> of the second part, and all sums paid by the part<sup>ies</sup> of the second part for insurance, shall be due and payable or not, at the option of the part<sup>ies</sup> of the second part; and it shall be lawful for the part<sup>ies</sup> of the second part, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part<sup>ies</sup> of the second part, their 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<sup>ies</sup> of the second part, their 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<sup>ies</sup> making such sale, on demand, to the said part<sup>ies</sup> of the first part, their heirs and assigns.IN TESTIMONY WHEREOF, The said part<sup>ies</sup> of the first part have hereunto set their hands and seals the day and year last above written.

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