

MORTGAGE RECORD

This Indenture Made this 20th day of July in the year of our Lord one thousand nine hundred 9 Eighteen, between Edward F. Johnson and Laura M. Johnson his wife of Subley, in the County of Douglas and State of Kansas, of the first part, and G. H. Tucker of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Twenty hundred DOLLARS to them duly paid, the receipt of which is hereby acknowledged, has ee sold, and by these presents do grant, bargain, sell and mortgage to the said part y 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 West half of the South East Quarter of Section Thirty five (35) Township Thirtieth (13) Range Twenty 20 East of the Sixth P.M.

with the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner s of the premises abovegranted 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 hundred DOLLARS,

according to the terms of a certain promissory note is this day executed by said parties of the first part to the said part y of the second part; said note being given for the sum of Twenty hundred DOLLARS,

dated July 20 1918, 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 10 coupons of sixty 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 ies 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 Sixteen hundred fifty 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 ies 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 y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not, at the option of the part y of the second part; and it shall be lawful for the part y 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 y 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 y making such sale, on demand, to the said parties of the first part their heirs and assigns. IN TESTIMONY WHEREOF, The said part ies of the first part ha ve hereunto set their hand s and seal s the day and year last above written.

Signed, sealed and delivered in presence of

Edward F. Johnson (SEAL)
Laura M. Johnson (SEAL)

STATE OF KANSAS

Douglas County ss.

BE IT REMEMBERED, That on this 20th day of July A. D. 1918, before me, A. F. Flinn, a Notary Public in and for said County and State, came Edward F. Johnson and Laura M. Johnson his wife, who are to me personally known, to be the same persons 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.

This instrument was filed for record on the 22 day of July A. D. 1918, at 2³⁵ o'clock P.M.

E. Stille Northrup Register of Deeds.

By _____ Deputy.

The following is returned as the original instrument
Thereafter herein described having been paid in full, this mortgage is hereby released and the
has thereby been discharged. At witness my hand this 22nd day of July, A. D. 1918.

Recorded July 28 1918

E. Stille Northrup

Register of Deeds

G. H. Tucker