

MORTGAGE RECORD

This Indenture Made this Fifteenth day of February in the year of our Lord one thousand nine hundred and Twentieth (1919) between E. J. Johnson and Harry C. Johnson both unmarried of Lawrence in the County of Douglas and State of Kansas, of the first part, and Watkins National Bank of the second part:

WITNESSETH, That the said part second of the first part, in consideration of the sum of One Thousand and no/100 (\$1,000.00) DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have granted, sold, and by these presents do grant, bargain, sell and mortgage to the said part first of the second part, its 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: Begin sixteen rods north of the southwest corner of the North West quarter (4) of Section Twenty Six (26) in Township Number Thirteen (13) of Range Number Eighteen (18) East, thence running east thirty hundred and thirty seven feet, thence north six hundred and eighty feet to the center of the channel of Rock Creek, thence along and up the center of channel of Rock Creek northwesterly to the north of a ditch which is six hundred and sixty eight and one half feet south and four hundred and sixty two feet east of the North West corner of said Section Twenty Six, thence along the center of ditch to West line of said Section, thence south eighteen hundred and one feet to place of beginning, continuing fifty four and two thirds acres, more or less, also Sec. 10 & 11, T. 13 S. R. 18 E. Sec. 12, 13 & 14, Co. 10 E., Dist. 1, Douglas County, Kansas. with the appurtenances, and all the estate, title and interest of the said part second of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they 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 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 One Thousand dollars DOLLARS,

according to the terms of a certain promissory note this day executed by said parties of the first part to the said part first of the second part; said note being given for the sum of One Thousand Dollars DOLLARS,

dated February 15th, 1919, due and payable in three year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of \$333.33 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 second 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 0 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 second 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 second of the second part, and all sums paid by the part second of the second part for insurance, shall be due and payable or not, at the option of the part first of the second part; and it shall be lawful for the part first of the second part its successors, 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 first of the second part, its successors, 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 first making such sale, on demand, to the said parties of the first part, their heirs and assigns

IN TESTIMONY WHEREOF, The said part second of the first part ha me hereunto set their hand and seal the day and year last above written.

Signed, sealed and delivered in presence of
E. J. Johnson (SEAL)
Harry C. Johnson (SEAL)

STATE OF KANSAS } ss.
Douglas County }

BE IT REMEMBERED, That on this 15th day of February A. D. 1919, before me, D. C. Asher a Notary Public in and for said County and State, came E. J. Johnson and Harry C. Johnson both unmarried who are 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 Mar 18 1920 Notary Public.
This instrument was filed for record on the 17 day of February A. D. 1919, at 9:20 o'clock A.M.
Estelle Northrup Register of Deeds.
By _____ Deputy.

Recorded June 27 1920
Estelle Northrup Register of Deeds
James Buchanan Dyer Deputy

Notary Public
M.
Deputy.

Notary Public
M.
Deputy.