

MORTGAGE RECORD

This Indenture Made this 12th day of April in the year of our Lord one thousand nine hundred and nineteen, between A. T. Johnston and Clara S. Johnston, his wife of the County of Douglas and State of Kansas, of the first part, and May E. Robacker of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of One thousand & No 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, her 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:

Lot No. Seventy six (76) New Hampshire Street in Lawrence, Kansas

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said A. T. Johnston and Clara S. Johnston, his wife 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

One Thousand (\$1000.00) DOLLARS,

according to the terms of one certain promissory note this day executed by said

A. T. Johnston and to the said party of the second part; said note being given for the sum of

One Thousand & No DOLLARS,

dated April 12th 1919, 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 coupons or

delivered 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 parties 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

Five Hundred & No DOLLARS,

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties 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 parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not, at the option of the parties of the second part; and it shall be lawful for the parties 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 parties 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 parties making such sale, on demand, to the said A. T. Johnston his heirs and assigns.

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

Signed, sealed and delivered in presence of

A. T. Johnston (SEAL)
Clara S. Johnston (SEAL)

STATE OF KANSAS

Douglas County ss.

BE IT REMEMBERED, That on this 15th day of April A. D. 1919,

before me, the undersigned, a Notary Public

in and for said County and State, came A. T. Johnston and Clara S.

Johnston, his wife

to the personally known to be the same person who executed the foregoing instrument of writing, and duly

acknowledged the execution of the same, at hand

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires March 32 1924 Notary Public.

This instrument was filed for record on the 15 day of April A. D. 1919, at 155 o'clock P.M.

Estelle Northrup
Register of Deeds.

By Ferne Flora Deputy.

The following is entered on the original instrument
Apr. 15, 1920
Recorded of A. T. Johnston, his wife, mortgage for the sum of
one thousand dollars, to May E. Robacker, as full satisfaction of the
promissory note of the same date, for the sum of \$1000.00.
May E. Robacker
J. E. Starnes

Recorded - Apr. 14th 1920
Estelle Northrup
Register of Deeds.

The following is entered on the original instrument.
The note herein described having been paid.