

MORTGAGE RECORD NO. 58

This Indenture, Made this 30 day of October in the year of our Lord one thousand eight hundred and eight between Otto L. Johanning and Ottilie L. Johanning, his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and H. F. Johanning of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of One 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 party 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 South East quarter (SE) Sect Seven (7) Twp. fifteen (15), Range (19)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Otto L. Johanning and Ottilie L. Johanning 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.

This Grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars according to the terms of one certain note this day executed and delivered by the said Otto L. Johanning and Ottilie L. Johanning to the said party of the second part payable on or before five years with 6% interest payable annually

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part, his executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said Otto L. Johanning and Ottilie L. Johanning their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of

Otto L. Johanning (SEAL)
Ottilie L. Johanning (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County ss.
BE IT REMEMBERED, That on this 2 day of Nov. A. D. 1912, before me,

Chas. E. Becker a Notary Public in and for said County and State, came Otto L. Johanning and Ottilie L. Johanning, his wife

writing to me personally known to be the same person who executed the foregoing instrument, 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 7 1921 Chas. E. Becker Notary Public.

Filed for Record the 4 day of November A. D. 1912, at 9:30 o'clock A. M.

Estelle Northrup Register of Deeds
Ferna Flora Deputy.

Recorded Nov 26th 1912
Estelle Northrup Register of Deeds
 This mortgage has been paid in full, this mortgage is hereby released and the money secured discharged. As witness my hand this 27 day of November A. D. 1912
H. F. Johanning
attest: H. F. Johanning