

## MORTGAGE RECORD NO. 58

This Indenture, Made this 2<sup>d</sup> day of December in the year of our Lord  
nineteen hundred nineteen between Willard C. Johnson, a single  
man of Bellvue City in the County of  
Douglas and State of Kansas, of the first part, and

of the second part.

WITNESSETH That the said part y of the first part, in consideration of the sum of Fifteen hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he re sold, and by these presents do es 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 East half of the South half of the South East quarter (S.E. 1/4) of Section Twenty Three (23) Township Fourteen (14) Range Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said Willard O. Johnson do es hereby covenant and agree that at the delivery hereof he is 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 —.

This Grant is intended as a Mortgage to secure the payment of the sum of Five hundred Dollar according to the terms of one certain note this day executed and delivered by the said Willard O. Johnson to the said part y of the second part due in five years with 7% interest payable semi-annually

and this conveyances shall be void in such payments be made as herein specified. But if default be made in such payment, 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 sale 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 of the first part, making such sale, on demand, to said Willard O. Johnson his heirs and assigns.

IN WITNESS WHEREOF, The said part *of* of the first part has *set* hereunto set *his* hand and seal *the* the day and year first above written.

Signed, Sealed and Delivered in the presence of

Willard O. Johnson \_\_\_\_\_ (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (SEAL)

STATE OF KANSAS

BE IT REMEMBERED, That on this 2 day of Dec A. D. 19-19, before me, H. M. Black, a Notary Public in and for said County and State, came William A. Johnson, a single man 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 first above written

My Commission Expires May 15 1924 St. M. Clark Notary Public.  
Filed for Record the 9<sup>th</sup> day of Dec A. D. 1919, at 11:15 o'clock a.M.  
Esselle Garthrup Register of Deeds  
Deputy