

## MORTGAGE RECORD NO. 58

This Indenture, Made this 21st day of July in the year of our Lord nineteen hundred and twenty between Arthur Johnson and Olda Johnson, his wife, of Douglas in the County of The Lawrence National Bank and State of Kansas, of the first part, and

of the second part: Five hundred DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do grant, bargain, sell and mortgage to the said part of the second part its successors 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 Number 205 and Lot Number 207 in the subdivision of the North east quarter of Block number 11, in that part of the city of Lawrence, known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said first parties 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 inalienable estate of inheritance therein, free and clear of all incumbrances subject to 1st mortgage for \$1000.00 to Lawrence National Bank.

This Grant is intended as a Mortgage to secure the payment of the sum of Five hundred Dollars according to the terms of one certain note this day executed and delivered by the said first parties to the said part of the second part The Lawrence National Bank

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 part of the second part, its successors 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 part of making such sale, on demand, to said first parties, heirs and assigns.

IN WITNESS WHEREOF, The said part is of the first part ha ve hereunto set their hand and seal, the day and year first above written.

Signed, Sealed and Delivered in the presence of

Arthur Johnson (SEAL)  
Olda A. Johnson (SEAL)  
(SEAL)

STATE OF KANSAS,

Douglas County } ss.  
BE IT REMEMBERED, That on this 22 day of July A. D. 1920, before me, Geo. H. Johnson a Notary Public in and for said County and State, came Arthur Johnson and Olda A. Johnson to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

(28)  
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 Jan. 25 1922 Geo. H. Johnson Notary Public.

Filed for Record the 30 day of July A. D. 1920, at 8:40 o'clock A. M.  
Estelle Dorschner Register of Deeds  
Gene Elora Deputy.

For Release See Book 77, Page 576