

MORTGAGE RECORD—59.

This Indenture, Made this Twenty ninth day of September

year of our Lord one thousand nine hundred and nineteen in the
Elmer J. Johnson and Harry C. Johnson, both unmarried, between
of Clinton, in the County of Douglas and State of Kansas, of the first part, and
National Motion Picture

Witnesseth, That the said part is of the first part, in consideration of the sum of Five Thousand no/100 of the second part:

to them DOLLARS,
duly paid, the receipt of which is hereby acknowledged, had it sold, and by these presents do not grant, bargain, sell and mortgage to the said
part of of the second part, its successors
here 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 West Half (1/2) of Southeast Quarter of Section Fourteen (14) and West Half (1/2) of the Northeast Quarter Section Twenty-three (23) except the Road Right-of-way as same at present exists All in Township Thirteen (13) Range Eighteen (18) East of the sixth P. M.

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

parties of the first part _____ do _____ hereby covenant and agree that at the delivery hereof _____ the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, 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 Five Thousand \$/100 DOLLARS, according to the terms of an certain promissory note this day executed by said _____

parties of the first part
to the said part of the second part; said note being given for the sum of _____

Five Thousand 2400 DOLLARS,
dated September 29th 1919 due and payable in Five years at the rate of one percent per annum.

with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of \$150.00 year 87 from date thereof, 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 44 of the first part hereby agree to pay all taxes assessed on said premises before any penalties or co's shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of _____ DOLLARS.

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 due of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, and hereon an addition be made to the principal sum of the loan, and the same shall be paid by the mortgagor, together with the interest thereon, as provided in the foregoing.

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 assessments and interest on and costs thereon, shall be payable by the said mortgagor to the said mortgagee.

...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 party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, their ~~executors, administrators or assigns~~ at any time thereafter to sell the property

...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.

ment, together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the party the making such sale, on demand, to the said parties of the first part — their heirs and assigns.

In Testimony Whereof, The said part LES of the first part ha. YES hereunto set their hands and seals the day and year
ast above written.

Elmer J. Johnson (SEAL)

C. H. Tucker Harry C. Johnson (SEAL)
STATE OF KANSAS,

Douglas County, } ss.

Be it Remembered, That on this 29th day of September A. D. 1919, before me, A. F. Flynn, a Notary Public in and for said County and State, came E. A. B. J. C. D. E. F. G. H. I. J. K. L. M. N. O. P. Q. R. S. T. U. V. W. X. Y. Z.

Elmer J. Johnson and Harry C. Johnson, both unmarried,
who are ^{one} ^{within} ^{such person}

(20) 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 10 1923 A. F. Flinn
Notary Public.

This instrument was filed for record on the 29 day of Sept A. D. 1917, at 4²⁵ o'clock P.M.

By Estelle Northrup Register of Deeds.
Ferns Floras Deputy

Signed _____ by _____ Deputy,

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