

MORTGAGE RECORD NO. 60

This Indenture, Made this First day of December in the year of our Lord nineteen hundred and seventeen, between H. H. Johnson and Jennette Johnson of Douglas in the County of Douglas and State of Kansas, of the first part, and President of Board of Trustees of Lawrence, Douglas, and State of Kansas, of the first part, and President of Board of Trustees of Lawrence, Douglas, and State of Kansas, of the second part: of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Nine hundred 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:

Lot No One hundred and fifteen (115) on New York Street in the City of Lawrence, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said H. H. Johnson and Jennette Johnson do hereby covenant and agree that at the delivery hereof they are 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 Nine hundred according to the terms of one certain note and mortgage this day executed and delivered by the said H. H. Johnson and Jennette Johnson to the said party of the second part his heirs and assigns

and this conveyance shall be void if 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 making such sale, on demand, to said H. H. Johnson heirs and assigns.

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

Signed, Sealed and Delivered in the presence of H. H. Johnson (SEAL) Jennette Johnson (SEAL) R. M. Guise (SEAL)

STATE OF Oregon Multnomah County ss.

BE IT REMEMBERED, That on this 14th day of December A. D. 1917, before me, R. M. Guise a Notary Public in and for said County and State, came H. H. Johnson and Jennette Johnson known to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged 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 October 20th 1922 R. M. Guise Notary Public for Oregon

Filed for Record the 30 day of Aug A. D. 1918 at 4:20 o'clock P. M. Estlin Woodruff Register of Deeds Frank Moran Deputy.

Recorded July 20th 1922  
Carlin Woodruff Deffen  
Registered of Deeds  
Attest  
J. L. Cook, President  
of Board of Trustees of Lawrence, Douglas, and State of Kansas, of the first part, and President of Board of Trustees of Lawrence, Douglas, and State of Kansas, of the second part:

The following is endorsed on the original instrument.  
The note herein described having been paid in full, the mortgage is hereby released and the lien thereby created is hereby terminated.  
As witness my hand and seal this 5th day of July 1922

Recorded Feb. 5th 1923  
J. L. Cook