

MORTGAGE RECORD NO. 60

the year of our Lord
in the County of
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Notary Public.
'clock P. M.
Register of Deeds
Deputy.

Recorded May 5 1923
J. C. Wellman (Seal)
Register of Deeds

As witness my hand this 28th day of April A.D. 1923

This Indenture, Made this 28th day of March in the year of our Lord
between ~~one hundred and twenty three~~ between Fred W. Johnson and
Clara A. Johnson his wife of Lawrence
Douglas and State of Kansas, of the first part, and
Mathias National Bank of the second part:
WITNESSETH That the said parties of the first part, in consideration of the sum of
Six 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:
The North half (7 1/2) of Lot Sixty three (63)
on Connecticut Street, City of Lawrence.
with all 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
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
Six Hundred Dollars
according to the terms of a certain note this day executed
and delivered by the said parties of the first part to the said party of the second part
and this conveyances 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 heirs, 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 sales, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part, their 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
L. H. Tucker Fred W. Johnson (SEAL)
Clara A. Johnson (SEAL)
STATE OF Kansas
Douglas County ss.
BE IT REMEMBERED, That on this 28th day of March A. D. 1923, before me,
J. F. Flynn a Notary Public in and for said County and State, came
Fred W. Johnson and Clara A. Johnson his wife
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 April 10 1923 - J. F. Flynn Notary Public
Filed for Record the 28th day of March A. D. 1923 at 4:05 o'clock P. M.
J. C. Wellman Register of Deeds
Deputy.