

## MORTGAGE RECORD NO. 60

This Indenture, Made this 11th day of December in the year of our Lord One thousand nine hundred and twenty-two between J. M. Johnson (a Widower) of Kennett in the County of Anderson and State of Kansas, of the first part, and Sarah Isabel Benedict of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of Six Hundred and no/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, have we sold, and by these presents do we grant, bargain, sell and mortgage to the said part 2d of the second part 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 of Lots Sixty-eight (68) Sixty-nine (69) and Seventy (70) all on Ames Street in Baldwin City, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said party of the first part do we hereby covenant and agree that at the delivery hereof we the lawful owner we 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 and no/100 Dollars according to the terms of and certain promissory this day executed and delivered by the said party of the first part to the said part 2d 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 part 2d of the second part, heirs and assigns, 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 part 2d making such sale, on demand, to said heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

A. R. Daniel

J. M. Johnson (SEAL)

A. R. Daniel (SEAL)

J. M. Johnson (SEAL)

STATE OF Kansas

Anderson County ss.

BE IT REMEMBERED, That on this 22nd day of December A. D. 1922, before me, L. S. M. Riley a Notary Public in and for said County and State, came J. M. Johnson (a widower) 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 March 22 1926 M. Riley Notary Public

Filed for Record the 28th day of Aug A. D. 1923 at 3 45 o'clock P. M. Deal E. Wellsman Register of Deeds Deputy.

This Release was written on the original Mortgage and entered this 16th day of May 1923. Sarah Isabel Benedict of Deeds Deputy