

MORTGAGE.

This indenture, made this 1st day of August A.D. Nineteen Hundred and twenty-one, by and between H. S. Johnson and Annie W. Johnson, husband and wife, in the county of Shawnee and State of Kansas, parties of the first part, and The Farm Mortgage Trust Company, (incorporated under the laws of Kansas), located at Topeka, Kansas, party of the second part;

Witnesseth, that the said parties of the first part, for and in consideration of the sum of Two Thousand and no/100 Dollars to them in hand paid by the said party of the second part, the receipt whereof ~~is~~ ^{has} hereby acknowledged, do hereby mortgage and warrant all the following described tract piece or parcel of land, lying and situated in the county of Douglas and State of Kansas, to wit:

Beginning at the southeast corner of the northeast quarter (NE¹/₄) of Section Eighteen (18) in township thirteen (13) South, of range Nineteen (19) East, thence north on the section line 22 and 28/100 chains, thence west 10 and 91/100 chains, thence north on the channel of Wakarusa Creek, thence up said channel to its intersection with the Lawrence & Emporia State Road, thence southwesterly along the center of said road 5 and 77/100 chains, thence south 29 and 62/100 chains to the south line of said quarter section, thence east on said line 26 and 96/100 chains to place of beginning, excepting therefrom the following Northeast quarter (NE¹/₄) of Section Eighteen (18) in Township Thirteen (13) South, of range Nineteen (19) East of the 6th Principal Meridian, thence running westerly along the south side of the Lawrence and Emporia State Road 248 feet, thence nearly south 231 feet, thence easterly to the said creek, thence up said creek to the place of beginning, containing one and one-third (1-1/3) acres more or less,

Also, 10¹/₂ acres in the east side of the Northwest quarter (NW¹/₄) of Section Eighteen (18) in Township Thirteen (13) South, of Range Nineteen (19) East, less that tract of land in said quarter section deeded by Albert J. Stokes to Joseph McGee on January 11th, 1869, and lying in the southeast corner of said quarter section, and southeast of the Lawrence & Emporia State Road, about 4 and 3/4 acres, and also less that tract of land deeded by said Stokes to George W. Godwin on the 26th day of January 1870, containing about 31 and 1/2 acres

Also, commencing at a point where the Lawrence & Emporia State Road crosses the north west corner of the Northeast quarter (NE¹/₄) of said Section Eighteen (18), thence south to the southwest corner of said quarter section, thence east along said south line 13.04 chains, thence north to the center of the aforesaid road, thence northeasterly along the center of said road to the center of the channel of Wakarusa Creek, thence down center of said channel to a point opposite the mouth of Skunk Hollow, thence south 65 degrees West 11.10 chains, thence north 26 and 2/3 degrees west 3.81 chains to center of Lawrence & Emporia State Road, thence northeasterly along said road to beginning,

All of the above tracts of land, exclusive of the exceptions noted and described, comprising a total of Two Hundred Two (202) acres, more or less, according to survey,

to secure the payment of one certain first mortgage real estate note No. 5877-2 and coupons attached, executed and delivered by the said parties of the first part, bearing even date herewith, payable to the order of the said The Farm Mortgage Trust Company, at its office in Topeka, Kansas, said note being for Two Thousand and no/100 Dollars, for which amount said parties of the first part are justly indebted unto the said party of the second part being for a loan thereof, made by said party of the second part to the said parties of the first part.

Said parties of the first part hereby agree and covenant as follows:

First: To pay all taxes and assessments levied upon said premises when the same are due and insurance premiums for the amount of insurance hereinafter specified, and all interest coupons, and if not so paid the said party of the second part, or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums and if suit shall be filed for the foreclosure of this mortgage, may have the abstract of title extended from the date of record of this mortgage to the date of filing such foreclosures suit, at the expense of the first party or parties and the second party may make any payments necessary to remove or extinguish any prior outstanding title, lien or incumbrance on the premises hereby conveyed, and the amounts so paid shall be a lien on the premises aforesaid, and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ten per centum per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes assessments or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and in case of foreclosure the judgment shall provide that the whole of said premises be sold together and not in parcels.

Second: To keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Third: To procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage to the amount of None Dollars fire and lightning, and To the amount of None Dollars tornado, to which policies shall be attached mortgage clauses satisfactory to second party; and it is further agreed that every such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same; and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable, and receivable thereon, and apply the same when received, to the payment of said note or notes

The following is endorsed on the original instrument:
The note secured by this mortgage has been paid in full and the same is hereby released and cancelled this 30th day of July, 1926 A.D. 1926
J. E. Kelly Mutual Life Insurance Company,
Trustee - J. E. Kelly, President

Cop Seal.

Sept 11 " 1926
J. E. Kelly

Not Assignment See Book 62 Page 176