

MORTGAGE RECORD NO. 63

SAUL DODSWORTH STATIONERY CO. KANSAS CITY, MO. 641

1666
8-75
This Indenture, Made this first day of March in the year of our Lord one thousand nine hundred twenty five between William H. Johnson and Helen Scott Johnson, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Mrs. E. R. Cole of the second part:

WITNESSETH That the said part of of the first part, in consideration of the sum of Thirty Five hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said part of of the second part her 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:

All of lot number One (1) in Block number eight (8) of
Oread Addition except the west eighty (80) feet thereof and also
except the following: Commencing at the northeast corner of said lot
number one (1) thence west sixty two and one half (62 1/2) feet
thence south one hundred feet (100) thence east to the west
line of Oread Avenue, thence northeast along said west
line to place of beginning all in the city of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part of 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 except a mortgage to
the Lawrence Building and Loan Association of Nine Thousand
Dollars This Grant is intended as a Mortgage to secure the payment of the sum of

Thirty five 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 part of of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments 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 of of the second part, her 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 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 of making such sale, on demand, to said

heirs and assigns.
IN WITNESS WHEREOF, The said part of of the first part have hereunto set their hands and seal on the day and year first above written.

Signed, Sealed and Delivered in the presence of

W. H. Johnson (SEAL)
Helen Scott Johnson (SEAL)
(SEAL)

STATE OF Kansas
Douglas County ss.

BE IT REMEMBERED, That on this eighth day of March A. D. 1924 before me, J. C. Stevenson a Notary Public in and for said County and State, came William H. Johnson and Helen Scott Johnson his wife 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 Oct. 18 1928 J. C. Stevenson Notary Public.

Filed for Record the 17th day of April A. D. 1926, at 8:35 o'clock A. M.
Law E. Wellman Register of Deeds.
Deputy.

My note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is hereby discharged.
At Lawrence, Mo., this 27 day of July, A. D. 1926.
J. C. Stevenson, Notary Public.
Witness my hand this 27th day of July, A. D. 1926.
Richard M. Cole (Notary Public, Kansas)

FORM 2

The following is enforced on the original instrument.

This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is hereby discharged.

At Lawrence, Mo., this 27th day of July, A. D. 1926.
Law E. Wellman, Register of Deeds.

Recorded - Oct. 21 - 1926

Law E. Wellman

Register of Deeds