

The Original
was written
on mortgage
paper
this day
of March
1927

Reg # 2464
1250

From Harry C. Johnson
To Collins Mortgage Company.

MORTGAGE.

State of Kansas Douglas County, ss;
This instrument filed March 9th, 1927
at 4:15 P.M.

John C. Wellman
Register of Deeds

THIS INDENTURE, made this 1st day of March A.D. 1927 between ---Harry C. Johnson and Maxine E. Johnson, his wife, parties of the first part, and Collins Mortgage Company, a corporation, party of the second part;

Witnesseth, That the said parties of the first part, in consideration of ---
---Five Thousand and no/100 Dollars --- to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part and its successors and assigns forever, the following described Real Estate situated in the County of Douglas, and State of Kansas, to-wit:

Part of the Southwest Quarter of Section Twenty-four (24) Township Thirteen (13) Range Eighteen, (18), East of the Sixth Principal Meridian, described as follows: Beginning at the Southeast Corner of said Southwest Quarter of Section Twenty-four (24), thence North on Quarter Section line to the channel of Rock Creek, thence up channel of Rock Creek 55 rods thence South 20 rods to the South line of said Quarter Section, thence East 18 rods to place of beginning, containing 5 acres more or less;

Also part of Section Twenty-five (25) Township Thirteen (13) Range Eighteen (18), described as follows: Beginning 48 rods South of the Northeast Corner of Northwest Quarter of said Section Twenty-five (25), thence West 80 rods, thence South 35 rods, thence East 80 rods, thence North 35 rods, to place of beginning, containing 17.50 acres more or less;

Also the West 88 acres of Southwest Quarter of Section Twenty-four (24) Township Thirteen (13), Range Eighteen (18),
And also the North Half of Northwest Quarter of Northwest Quarter of Section Twenty-five (25) Township Thirteen (13) Range Eighteen (18) East of Sixth Principal Meridian.

Together with the privileges and appurtenances to the same belonging.

To Have and To Hold the same to the said party of the second part, its successors and assigns, forever.
And the said parties of the first part hereby covenant that they have good right to sell and convey said premises and that they are free from incumbrance, and hereby warrant the title thereto against all persons whomsoever, and waive all right of homestead therein.

Conditioned, however, That if Harry C. Johnson and Maxine E. Johnson, his wife, said parties of the first part, their heirs, executors, administrators or assigns, shall pay or cause to be paid to the said party of the second part, its successors or assigns, on September 1, 1936, the sum of ---

---Five Thousand and no/100 Dollars --- with interest according to the terms of a promissory note bearing even date herewith executed by Harry C. Johnson and Maxine E. Johnson, his wife, said parties of the first part, to the said party of the second part; and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof, or upon the interest of the mortgage, its successors or assigns, in said premises, or upon the note or debt secured by this mortgage, and procure and deliver to said party of the second part, its successors or assigns, at its or their home office, before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all taxes and assessments; and shall keep the buildings and other improvements on said premises in a good condition and repair as at this time, ordinary wear and tear only excepted; and shall keep said premises free from all statutory liens, and upon demand by the said party of the second part, its successors or assigns, shall pay all prior liens, if any, which may be found to exist on said property, and all expenses and attorney's fees incurred by said party of the second part, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; all of which said parties of the first part hereby agree to do; then these presents to be void, in which event this mortgage will be satisfied of record, the expense of which the parties of the first part agree to pay, otherwise to remain in full force.

It is agreed that if the insurance above provided for is not promptly effected and the policies therefor duly deposited or if the liens, taxes, special assessments, expenses or attorney's fees above specified shall not be paid as heretofore provided, the said party of the second part, its successors or assigns, (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may effect the insurance above provided for and pay the reasonable premiums and charges therefor, and may pay said taxes and special assessments (irregularities in the levy or assessment thereof being expressly waived) and may pay such liens, expenses and attorney's fees, and all such payments with interest thereon from the time of payment at the rate of eight per centum per annum shall be deemed part of the indebtedness secured by this mortgage.

And it is agreed that in case default shall be made in the payment of any installment of said note or of interest thereon when due, or if there shall be a failure to comply with any condition of this mortgage, then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, expenses and attorney's fees herein above specified, shall at the option of the party of the second part and without notice to the parties of the first part, become due and collectible at once by foreclosure or otherwise.

In Witness Whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

In presence of

Harry C. Johnson
Maxine E. Johnson.

Syate of Kansas
Douglas County } ss;

On this Fifth day of March A.D. 1927 before me personally appeared ---Harry C. Johnson and Maxine E. Johnson, his wife, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

My Commission expires Sept. 6, 1928.

John H. Tucker.
Notary Public in and for said County.

The following is a true and correct copy of the original instrument as the same appears from the records of the County of Douglas, State of Kansas, and is certified to be such by the Register of Deeds of said County, this 9th day of March, 1927.

For Assignment, See Book 67, Page 541.