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## MORTGAGE RECORD 67

and Bel twenty (20) east of sixth principal Meridian, (less Railroad right of way) of the sixth principal! twenty (20) east of sixth principal Meridian, (less Railroad right of way) of the sixth principal! the state of the first part do horeby covenant and agree that at the dollary hereof they are the i laft of meridian, containing 77 acres more or less according to the Government Survey thereof with the appurt-the state of the first part do horeby covenant and agree that at the dollary hereof they are the i laft of meridian of the precises above granted and sized of a good and indefeasible estate or inheritance therein, and will warrant and defend the title to the same, and that the same is clear and free from all And the said laws N. Johnson and Edward F. Johnson to the table of the same is clear and free from all and the said laws N. Johnson and Edward F. Johnson to the table of the same is clear and free from all and the said laws N. Johnson and Edward F. Johnson to the table of the same is clear and free from all the said laws N. Johnson and Edward F. Johnson to the table of the same is clear and free from all the same is clear and free from all the same is clear and free from all the said laws of the said barres N. Johnson and Fewer K. Johnson to the same is clear and free from all the same is cleared from the same is cleared from

incumbrances of whatsoever kind. And the said Laura M. Johnson and Edward F. Johnson her husband do hereby relinquish all right of homestead and other contingent rights in and to the said premises, and do hereby join in all the clauses and covenants hereof. This grant is intended as a mortgage to secure the payment of Twenty five Hundred and no/100 Pollars, payable according to the terms of a certain promissory note, this day executed and delivered by the said parties of the first part to the said party of the mecond part which said promissory note both principal and interest, is payable on an amortization plan, in 58 equal semi-annual installments of eighty one and 25/100 Dollars each, and one installment (the last to mature) of eighty one and 25/100 Pollars; A.D. 1927 and a like sum of Eighty one and 25/100 Dollars emi-annually thereafter on the first day of March and Sebtember in each and every yoar to and including the first day of March 1961 and the last Dollars; all due and payable as follows; eighty one and 25/100 Dollars on the first day of Beptember, A.D. 1927 and a like sum of Eighty one and 25/100 Dollars emi-annually thereafter on the first day of March and September in each and every year to and including the first day of March 1961 and the last installment of eighty one and 03/100 Dollars on the first day of September 1961 by which and when the entire principal sum and interest shall be fully raid, together with interest at the rate of ten per cent por annum on any installment which shall not have been paid when due; and this conveyance shall be void if such payment be made as herein specified, but if default be made in such payment, or any part thereof, or the interest thereon, of the taxes when due, or if the insurance is not kept in force thereon, or if said first parties shall do any act impairing the value of said mortgaged property or shall fail to perform all and singular the agreements herein contained, then this conveyance shall, at the option of the party of the second part, beccare absolu... and the whole amount secured hereby shall beccae immediately due and payable without notice (anything herein or in said promissory notes to the contrary netrithetanding) and it shall be lawful for said party of the second part its successors or assigns, at any time thereafter to proceed by forcelosure or any other lawful mode to collect the amount of said notes; and out of all the moneys arising from the sale under any such proceeding to retar the annoth for all one shi parties of the first part, their heirs or assigns. And said parties further expressly agree that they will pay all taxes, charges or assigns. And said parties further expressly agree that they will pay all taxes, charges or assessments levied upon the interest therein of the mortgagee or its assigns; and will pay all taxes levied directly or indirectly upon this mortgage or the notes secured thereby or the income arising thereform. Upon violation of this agreement then and in any such eve

ments so paid.

In case of failure of the parties of the first part to pay taxes, insurance and all assessments on said property, including all taxes and assessments of evey kind and character levied upon the interest therein of the mortgagee or its assigns, and all taxes levied upon this mortgage or the notes secured thereby, the party of the second part may pay same and the amount thereof shall be added to and decand a part of the principal sum secured hereby and bear ten per centum interest per annum and be more the the part of the first part and decand, and in the event of the found course of the decide a part of the principal cas sounds not be not principal of the part of the foreclosure of this repayable by the parties of the first part on demand. And in the event of the foreclosure of this mortgage the amount so paid shall be included in any judgment or decree rendered therein. In Witness Whereof the said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, sealed and delivered in the presence of ------

My commission expires January 26, 1929.

Capitpl Bldg.& Loan Assen

State of Kansas County of Douglas ISS This Release

Reg. of Deers.

From

writtenon this 9th day of May A.D. 1927 before me personallyappeared Laura M. Johnson and Edward NAS. or insuch this sth day of hay ALD i bar before he personallyappeered. Laura M. Johnson and Edward Mer teresting her hisband to me known to be the personal mand hand who executed the foregoing instrument and an any standard the second the same as their voluntary act and deed. 

0.H. Cooper Notary Publicin and for said County

(SEAL)

(SEAL)

(SEAL)

..... State of Kansas Douglas County ,ss This instrument filed for record June 20th, 1927 at 1:10 F.M. Jace Willman.

Laura M. Johnson Edward F. Johnson

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B. F. Emerv

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Register of Deeds

This Indenture, Made this 13th day of June , in the year of our Lord One Thousand Nine Hundred Twonty-scren, by and between B.F.Emery and Eessie Emery, his wife, of the County of Douglas and State of Kansas, parties of the first part, The Capitol Puilding and Loun Association (incorporated under the Jaws of Kansas) located at TopeKa, Kansas, party of the second part,

MORTGAGE.

Of Amage parties of the first part, The Capitol Fullding and Loan Association (incorporated under the laws of Kansas) located at topeks Kanses, party of the second part, Witnesseth, That the maid parties of the first part, for and in consideration of the sum of Fire Hundred and no/100 Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted bargained and sold, and by these presents does Grant, Bar-gain, Soll, Convey and Confirm , unto the said party of the second part and to its successors and assigns foreward 10 of the following-doscribed tract, piece, or parcel of land, lying and situate in County of Douglas and State of Kansas, to-wit;

The East One Half of the following Description: That part of the North East Quarter of Section Thirteen Township Twelve, Range Seventeen, consisting of 36; acres lying South of the Lawrence and Topeka Road and the North 44 acres of the Southeast Quarter of Section No. Thirteen, Township Twelve Range Greenteen-----

To Have and To Hold the same, with all and singular the hereditaments and appurtonances there  $\Theta$ unto belonging , or in anywise appertaining, and all rights of homestead examption, unto the said party of the second part, and to its successors and assigns, forever, 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

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