

Reg. No. 2115
Fee Paid, \$ 5.00

MORTGAGE RECORD-73

FROM
Henry B. Johnson et al

TO
The Golden West Life Insurance Corporation

State of Kansas, Douglas County, ss.

This instrument was filed for record on the 18 day of

April A. D. 1933, at 11:00 o'clock A. M.

Eric S. Armstrong
Register of Deeds.

By _____, Deputy.

THIS INDENTURE, Made this 14th day of April, in the year of our Lord one thousand nine hundred thirty-three, between Henry B. Johnson, a widower, Philip B. Johnson and Francis M. Johnson, his wife, and Irma May Johnson, single,

xx in the County of Franklin and state of Kansas, of the first part, and
The Golden West Life Insurance Corporation

of the second part,
WITNESSETH, That the said part of the first part, in consideration of the sum of Two Thousand - - - - - DOLLARS, to it duly paid, the receipt of which is hereby acknowledged, in - - - - - sold, and by these presents do grant, bargain, sell and mortgage to the said part 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:

Lot numbered one hundred fourteen (114) on Ohio Street in the City of Lawrence, Douglas, County, Kansas,

STATE OF KANSAS, FRANKLIN COUNTY, SS.

BE IT REMEMBERED, That on this 15th day of April, A. D. 1933, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Irma May Johnson, single, to me personally known to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal, on the day and year last above written.

Legal Seal J. H. Parkinson
(My commission expires October 31, 1935) Notary Public

with the appurtenances, and all the estate, title and interest of the said part of the first part therein, and the said Henry B. Johnson

do hereby covenant and agree that at the delivery hereof being the lawful owner... of the premises above granted and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that - - - - - will warrant and defend the same against all claims whatsoever. This grant is intended as a MORTGAGE to secure the payment of the sum of Two Thousand - - - - - DOLLARS, according to the terms of a certain promissory note this day executed by said Henry B. Johnson

to the said part of the second part.
Said note being given for the sum of Two Thousand - - - - - DOLLARS, dated April 14th, 1933, due and payable in three year 8. from date thereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons X - - - - - thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of Two Thousand - - - - - DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of 10 per cent per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part of the second part; and it shall be lawful for the part of the second part, - - - - - executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part of the second part, - - - - - executors, administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part making such sale, on demand, to the said The Golden West Life Insurance Corporation, its heirs and assigns.

IN TESTIMONY WHEREOF, The said part of the first part ha - - - - - hereto set - - - - - hand and seal, the day and year last above written.

Signed, sealed and delivered in presence of

Henry B. Johnson
Philip B. Johnson
Frances M. Johnson
Irma May Johnson
(SEAL)
(SEAL)

State of Kansas, Shawnee County, ss.

BE IT REMEMBERED, That on this 14th day of April, A. D. 1933, before me the undersigned, a Notary Public in and for the County and State, came Henry B. Johnson, a widower, Philip B. Johnson and Francis M. Johnson, his wife within such person to me personally known to be the same person who executed the within instrument of writing and duly acknowledged the execution of the same.

Legal
Seal

(Seal)

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial seal, on the day and year last above written.

B. A. Snyder
Notary Public.

(My commission expires November 10th, 1935.)