

Reg. No. 2545  
 Fee Paid \$8.75

## MORTGAGE RECORD-73

FROM

Otto L. Johanning and Ottilie L. Johanning,  
 his wife  
 TO  
 E. T. Emory

State of Kansas, Douglas County, ss.

This instrument was filed for record on the 10th day of  
 December, A. D. 1934, at 4:00 o'clock P. M.

*E. C. Connelley*  
 Register of Deeds.  
 By \_\_\_\_\_, Deputy.

THIS INDENTURE, Made this 1st day of November, in the year of our Lord one thousand nine hundred  
 Thirty-four, between  
 Otto L. Johanning and Ottilie L. Johanning, his wife,

of Lawrence, in the County of Douglas and state of Kansas, of the first part, and  
 E. T. Emory

of the second part,  
 Thirty-five Hundred & no/100 (\$3500.00) DOLLARS,  
 to them duly paid, the receipt of which is hereby acknowledged, by \_\_\_\_\_, and by these presents do \_\_\_\_\_ grant, bargain, sell and mortgage  
 to the said part \_\_\_\_\_ his 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: The North One-Half of the SW<sup>1</sup>/<sub>4</sub> of Section 1, Township 13, Range 13, also the  
 West 20 Acres of the North 40 acres of the Fractional NW<sup>1</sup>/<sub>4</sub> of Section 7, Twp. 13, Range 13, also the  
 fractional SW<sup>1</sup>/<sub>4</sub> of Section 8, Twp. 13, Range 13, except that certain tract conveyed by the Pearson heirs to  
 Margaret Duffee and Lloyd Duffee by deed recorded in Deed Book 80, pages 503-4 of the records of  
 Douglas County described as follows: Beginning at the NE corner of said Fractional SW<sup>1</sup>/<sub>4</sub>; thence West 1481  
 ft; thence So. 23 degrees 13 minutes East 272 ft; thence So. 14 degrees 42 minutes East 24 ft; thence So. 23  
 degrees 18 minutes West 68 ft; thence So. 65 degrees 49 minutes West 177 ft; thence So. 4 degrees 48  
 minutes West 190 ft; thence So. 22 degrees 18 minutes West 190 ft; thence So. 3 degrees 12 minutes East  
 557 ft; thence So. 24 degrees 18 minutes West 280 ft; thence So. 58 degrees 42 minutes East 400 ft; thence  
 South to the South line of said Quarter Section; thence East 80 rods to the SE corner of said Quarter  
 Section; thence North on the East line of said Quarter Section to the place of beginning, said tract  
 last described containing 88 3/4 acres more or less,

with the appurtenances, and all the estate, title and interest of the said part \_\_\_\_\_ 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 owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they 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 Thirty-five Hundred & no/100 (\$3500.00) DOLLARS, according to the terms of \_\_\_\_\_ certain promissory note, this day executed by said

parties of the first part

to the said part \_\_\_\_\_ of the second part.  
 Said note being given for the sum of Thirty-five Hundred & no/100 (\$3500.00) DOLLARS,  
 dated November 1, 1934, due and payable in three years from date thereof, with interest thereon from the date  
 thereof until paid, according to the terms of said note and coupons of \$210.00 Dollars each 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 mortgage in the sum of Twenty-five Hundred & no/100 (\$2500.00) DOLLARS, in some insurance company satisfactory to said mortgage, in default whereof the said mortgage 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, interests 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 pen-  
 alties 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, his \_\_\_\_\_ 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, his \_\_\_\_\_ 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 surplus, if any there be, shall be paid by the part \_\_\_\_\_ making such sale, on demand, to  
 the said \_\_\_\_\_ heirs and assigns.

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

Signed, sealed and delivered in presence of

Otto L. Johanning (SEAL)

Ottilie L. Johanning (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 10th day of December, A. D. 1934, before me the undersigned  
 a Notary Public in and for said County and State, came Otto L. Johanning and Ottilie L. Johanning, his wife,

Legal Seal

to me personally known to be the same person \_\_\_\_\_ who executed the foregoing instrument of writing and duly acknowledged the  
 execution of the same.

(Seal)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last  
 above written.

Bernice E. Jones Notary Public.

My commission expires Dec. 22, 1935.

The following is entered on the Original Instrument:  
 This note being given for the sum of \$3500.00, the mortgage is released  
 and the lien thereby created is discharged.

As witness my hand this 10th day of December, 1934.

Attest  
 F. C. Whipple

Notary Public  
 State of Kansas

This release  
 was written  
 on the original  
 mortgage  
 this 10th day of  
 December, 1934,  
 at \_\_\_\_\_  
 Notary Public  
 State of Kansas

Attest  
 F. C. Whipple

Notary Public  
 State of Kansas

1st Edition 1934, Revised 1935  
 Form 83, 1st Edition 1934, Revised 1935  
 The instrument is recorded in the  
 records of the County of Douglas, Kansas, in the  
 year 1934, at 4:00 o'clock P. M.