

MORTGAGE RECORD 76

Reg. No. 1090
Fee Paid, \$ 8.75

FROM
Harry C. Johnson et al
TO
Lawrence National Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 4 day of
Dec. A. D. 1930, at 4:15 o'clock P. M.
By _____ Register of Deeds.
Deputy.

THIS INDENTURE, Made this 10th day of November, in the year of our Lord, one thousand nine hundred and thirty between
E. J. Johnson and Hester J. Johnson, his wife, of Ft. Morgan, Colorado and Harry C. Johnson and Maxine E. Johnson, his wife
of Colorado Springs in the County of _____ and State of Colorado
part 1st. of the first part, and The Lawrence National Bank
part 2nd. of the second part.

WITNESSETH, That the said part 1st. of the first part, in consideration of the sum of
Thirty-five hundred and no/100 DOLLARS, to them duly paid, the receipt of
which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part 2nd. of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The West Half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Fourteen (14) and the
West Half (W $\frac{1}{2}$) of the Northeast quarter (NE $\frac{1}{4}$) of Section Twenty-three (23) all in
Township Thirteen (13) Range Eighteen (18) in Douglas County, Kansas.

STATE OF COLORADO,
COUNTY OF EL PASO, SS.

Be it remembered, that on this 21st day of November A. D. 1930 before me a Notary
Public in the aforesaid County and State, came Harry C. Johnson and Maxine E. Johnson,
his wife, to me personally known to be the same persons who executed the foregoing instru-
ment and duly acknowledged the 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.

Legal Seal Arthur W. Haigler
Notary Public
My commission expires on the 1st day of June, 1933.

with the appurtenances and all the estate, title and interest of the said part 1st. of the first part therein.
And the said part 1st. 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
sined of a good and indefeasible estate of inheritance, free and clear of all incumbrances

and that they will warrant and defend the same against all parties making lawful claim thereto.
It is agreed between the parties hereto that the part 1st. of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or
assessed against said real estate when the same become due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum
and by such insurance company as shall be specified and directed by the part 2nd. of the second part, the loss, if any, made payable to the part 2nd. of the second part to the extent of
its interest. And in the event that said part 1st. of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as
herein provided, then the part 2nd. of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness secured by this
indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of
Thirty-five hundred and no/100 DOLLARS, on the 10th day of November 1930
according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 10th day of November 1930

and by its terms made payable to the part 2nd. of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or
sums of money advanced by the said part 2nd. of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said
part 1st. of the first part shall fail to pay the same as provided in this indenture.
And this conveyance shall be void if such payment be made as herein provided, and the obligation contained therein fully discharged. If default be made in such payments or any
part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept
up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on and premises, then this conveyance shall become
absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately
mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part 2nd. of the second part
to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents
and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner provided by law and out of all moneys arising from such sale to retain the
amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part 2nd. of the second part, on
demand, to the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend
and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part 1st. of the first part have hereunto set their hand and seal on the day and year last above written.

Harry C. Johnson (SEAL)
Maxine E. Johnson (SEAL)
Hester J. Johnson (SEAL)
E. J. Johnson (SEAL)

STATE OF Colorado
COUNTY OF Morgan

BE IT REMEMBERED, That on this 29th day of November A. D. 1930, before me, a
Notary Public in the aforesaid County and State, came
Hester J. Johnson and E. J. Johnson
to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the 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 on the 19th day of February 1934
Ray Breitwieser Notary Public.

RELEASE
I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of
Deeds to enter the discharge of this mortgage of record. Dated this 14 day of November 1936
conf. seal Lawrence National Bank, Lawrence, Kansas
w. a. Schaaf and Cashier Mortgage Officer.

1936
November
14
Hester J. Johnson
E. J. Johnson
Ray Breitwieser