

MORTGAGE RECORD 87

171

The World Co., Lawrence, Kansas

FROM	STATE OF KANSAS, DOUGLAS COUNTY, ss.
	This instrument was filed for record on the 19 day of
	August A.D. 1941, At 3.36 P. M.
TO	<i>Harold R. Beck</i> Register of Deeds.
	By _____ Deputy.

THIS INDENTURE, Made this 19th day of August in the year of our Lord nineteen hundred forty one between
Daisy Johnson and her husband Phillip Johnson
of Lawrence in the County of Douglas and State of Kansas
of the first part, and Paul H. Friend of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of Two Hundred and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and Mortgage to the said party of the second 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:

Lot No. One Hundred Thirty One (131) on Arkansas Street, in Block No.
Forty Four (44) in that part of the City of Lawrence, known as West
Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties 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 owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of the sum of Two Hundred and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said party of the first part heirs and assigns

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of
Daisy Johnson (SEAL)
Phillip Johnson (SEAL)

STATE OF KANSAS, } ss.
County of Douglas County, } BE IT REMEMBERED, That on this 19th day of August
A.D. 1941 before me the undersigned a Notary Public in and for said County and State,
came Daisy Johnson and her husband Phillip Johnson

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 by official seal on the day and year last above written.
My Commission expires January 13th, 1944 John C Emick Notary Public.

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.
As Witness my hand, this day of A.D. 19
Attest:

See assignment, no 985
All Release of Mortgage are Book 102 page 335