

# DOUGLAS COUNTY

This release was written on the original mortgage entered into the day of July 1946 at the County of Douglas, Kansas.

NINTH. The terms, conditions and provisions hereof, whether so expressed or not, shall apply to and bind the respective parties hereto, their heirs, executors, administrators, successors and assigns, and words used in the singular number shall include the plural and words in the plural shall include the singular.

In Witness Whereof, The said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

Dennie F. Smith  
Mary J. Smith

STATE OF KANSAS, SHAWNEE COUNTY, ss

BE IT REMEMBERED, That on this 24 day of June A. D. 1946 before me, the undersigned, a Notary Public in and for the County and State aforesaid came Dennie F. Smith and Mary J. Smith, his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

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

Sidney S. Smith  
Notary Public

(SEAL) Commission expires Dec. 11th 1947

Recorded July 1st, 1946 at 2:30 P. M.

*Harold P. Beck* Register of Deeds.

Receiving No. 28771

## KANSAS MORTGAGE

THIS MORTGAGE, Made this First day of July in the year of Our Lord One Thousand Nine Hundred forty-six by and between Carl C. Johnson and Stella Johnson, his wife of Douglas and State of Kansas parties of the first part and Silas F. Brown party of the second part,

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, for and in consideration of the sum of Four thousand (\$4,000.00) DOLLARS to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, and to his heirs and assigns forever all the following described tract piece and parcel of land lying and situate in the County of Douglas and State of Kansas to-wit:

Beginning 415.2 feet west and 33 feet South of the Northeast corner of the Northeast Quarter (1/4) of Section 19, Township 12, Range 20 in Douglas County, Kansas; (above Northeast Corner of Northeast Quarter being the center of the intersection of the North and South and East and West highways, on the North and East sides of this land thence So 75 feet; thence East 339.9 feet, thence in a Northwesterly direction, direction on curve 200.9 feet radius to intersect with South line of right of way of East & West Highway, said point being 233.9 feet West and 33 feet S. of N. E. corner of N. E. 1/4 of 19-12-20, thence West 181.3 feet to place of beginning and containing one-half acre more or less

TO HAVE AND TO HOLD the same with all and singular, the hereditaments and appurtenances thereto belonging unto the said party of the second part, and to his heirs and assigns forever, provided always and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, Carl C. Johnson and Stella Johnson, his wife, the said parties of the first part have this day made, executed and delivered to the said party of the second part their Promissory Note of even date herewith by which they promise to pay to the said Silas F. Brown or order, for value received Four thousand (\$4,000.00) DOLLARS due 1946 with interest day to maturity at the rate of four per cent per annum, payable semi-annually as evidenced by one negotiable, installment promissory note for the sum of \$100.00 each, falling due on the First days of each month in each year, both principal and interest notes are payable at Lawrence National Bank, of Lawrence, Kansas A copy of said not is hereto attached, and made part hereof,

Lawrence Kansas. July 1, 1946

\$4,000.00

For value received we promise to pay Silas F. Brown or order the sum of Four thousand (\$4,000.00) Dollars with interest from date at the rate of Four per cent per annum at the office of Lawrence National Bank, of Lawrence, Kansas in monthly installments, payable as follows, to-wit: One hundred dollars on the 1st day of August 1946, and One hundred dollars on the 1st day of each succeeding month thereafter, until the whole sum named is fully paid. Each installment shall be first applied in payment of the interest and then on the unpaid balance of the principal sum, If default is made in the payment of any installment when due, then all the remaining installments shall become due and payable at once. Privilege is given to pay two or more installments at any time.

Carl C. Johnson  
Stella Johnson

NOW, If the said Carl C. Johnson and Stella Johnson, shall well and truly pay, or cause to be paid the sum of money in said note mentioned with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money or either of them or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said party of the second part, or assigns, by virtue of this Mortgage immediately, become due and payable, or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum shall immediately become due and payable; and upon forfeiture of this Mortgage or in case of default in any of the payments herein provided for the party of the second part, his heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said parties of the first part their heirs and assigns, and all persons claiming under them at which sale, appraisement of said property is hereby waived by said parties of the first part, and all benefits of the Homestead Exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part. And the said parties of the first part shall and will at their own expense from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the buildings erected and to be erected on said lands insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of Three thousand DOLLARS for the benefit of the said party of the second part or his assigns; and in default thereof said party of the second part may at his option effect such insurance in his own name and the premium or premiums costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property all of which sums with 6 per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said parties of the first part hereby covenant and agree that at the delivery hereof said Carl C. Johnson and Stella Johnson the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance ther in free and clear of all incumbrance and that they will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part his heirs and assigns forever; against the lawful claim of all persons whomsoever.

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

The within described note and mortgage are given to secure part of the purchase price of the above described property

Carl C. Johnson  
Stella Johnson

Release  
The amount secured by this mortgage has been paid in full and the same is hereby canceled this 1st day of September 1946.  
The first National Bank of Topeka, Inc.  
(Copied by St. Harding Vice President)

Receipt  
Received of Silas F. Brown the sum of Four thousand (\$4,000.00) Dollars in full satisfaction of the mortgage of Carl C. Johnson and Stella Johnson, his wife, to him made this 1st day of July 1946.  
Silas F. Brown

This release was written on the original mortgage entered into the day of July 1946 at the County of Douglas, Kansas.  
Harold P. Beck  
Register of Deeds