

## MORTGAGE RECORD 91

Reg. No. 3994

Fee Paid, \$14.00

Receiving No. 22123

FROM

S. G. Steele and Amelia Steele, husband and wife

TO

Harry C. Johnson and Elmer J. Johnson

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 22 day of

November A. D. 1944, at 9:50 o'clock A. M.

Harold A. Beck  
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 8th day of November, in the year of our Lord, one thousand nine hundred and forty-four between E. G. Steele and Amelia Steele, husband and wife

of Lawrence in the County of Douglas and State of Kansas parties of the first part, and Harry C. Johnson and Elmer J. Johnson parties of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Fifty-six hundred twenty-seven and 45/100 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 parties of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The Southwest Quarter (SW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Seventeen (17), Township Thirteen (13) South, Range Nineteen (19) East of the 6th P.M., less the following described tract: Beginning at the Northeast corner of said tract, thence West 9.44 chains; thence South 33 3/4 degrees East 8.41 chains; South 74 1/2 degrees East 1.57 chains; thence North 69 1/2 degrees East 5.80 chains thence North 6.38 chains to place of beginning being 7.23 acres more or less. Total, 33.22 acres.

That part of the East One-half (E $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Seventeen (17), Township Thirteen (13) South, Range Nineteen (19) East of the 6th P.M. lying South of the Wakarusa River and West of Rock Creek, containing 12.43 acres.

The North Eight (8) acres of the West One-half (W $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Seventeen (17), Township Thirteen (13) South, Range Nineteen (19) East of the 6th P.M.

The East One-half (E $\frac{1}{2}$ ) of the West One-half (W $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Eighteen (18), Township Thirteen (13) South, Range Nineteen (19) East of the 6th P.M., less the tract of land 16 rods North and South by 10 rods East and West out of the Southwest corner thereof for church (as shown on abstract.)

The West Thirty (30) acres of the East one-half (E $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Eighteen (18), Township Thirteen (13) South, Range Nineteen (19) East of the 6th P.M.

The South Twenty-nine (29) acres of the North Fifty-seven (57) acres of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Eighteen (18) Township Thirteen (13) South, Range Nineteen (19) East of the 6th P.M.

Beginning at the Southwest corner of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Seventeen (17), Township Thirteen (13) South, Range Nineteen (19) East of the 6th P.M.; thence East 200 feet to the center of Wakarusa Creek; thence along the center of said stream to the intersection of the west line of said quarter; thence South 100 feet to the center of said quarter; thence East 100 feet to the place of beginning, containing four and sixty-six hundredths (4.66) acres

with the appurtenances and all the estate, title and interest of the said parties of the first part therein, containing four and sixty-six hundredths (4.66) acres

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

and that they will warrant and defend the same against all parties making lawful claim thereon.

It is agreed between the parties hereto that the parties 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 becomes 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 parties of the second part, the loss, if any, made payable to the parties of the second part to the extent of its interest. And in the event that said parties 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 parties 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 Fifty-six hundred twenty-seven and 45/100 DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 8th day of November 1944, and by its terms made payable to the parties 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 parties of the second part to pay for any insurance, or either, and the amount so paid shall become a part of the indebtedness secured by said parties 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 specified, 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 said 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 parties 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 prescribed by law and out of all moneys arising from such sale making such sale, on demand, to the first parties.

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 parties of the first part have hereunto set their hands and seals the day and year last above written.

E. G. Steele (SEAL)

Amelia Steele (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS }  
County of DOUGLAS } ss.

BE IT REMEMBERED, That on this 18th day of November A.D. 1944, before me, a Notary Public in the aforesaid County and State, came

E. G. Steele and Amelia Steele, husband and wife

(SEAL) to me personally known to be the same person as 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 18th day of August, 1947.

Geo. D. Walter

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 1st day of July, 1944.

Harry C. Johnson

Elmer J. Johnson

Mortgagee. Owner.

Kathleen Jane Johnson

This release was written on the original mortgage entered this 2nd day of August 1944.

Harold A. Beck  
Reg. of Deeds  
Deputy