

MORTGAGE - Standard Form

(No. 32A)

F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

31326 BOOK 91

This Indenture,

Made this 11th day of February

A. D. 1947, between Fred H. Johnson and Alice Johnson, husband and wife

of Lawrence in the County of Douglas and State of Kansas
of the first-part, and Frank Fox

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Three Thousand Five Hundred (\$3500.00) 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. Twelve (12) in Block Twenty Three (23) in
Sinclair's Addition to the City of 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 Three Thousand Five Hundred (\$3500.00) Dollars, according to the terms of one certain note this day executed and delivered by the said parties to the said party of the second part Frank Fox.

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 costs 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 parties 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

Fred H. Johnson (SEAL)
Alice Johnson (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County

Be It Remembered, That on this 11th day of February A. D. 1947

before me, Harry J. Craig, a Notary Public in and for said County and State, came Fred H. Johnson and Alice Johnson, husband and wife to me personally known to be the same person who executed the foregoing instrument of writing, 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 November 18, 1950

Harry J. Craig
Notary Public

This following is endorsed on the original instrument:

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created is discharged.

As witness my hand this 1st day of September 1947

Attest:

this release was written on the original mortgage

this 1st day of September 1947

Recorded February 11, 1947 at 1:15 P.M.
Herald Beck
Register of Deeds