

33963

Book 93

MORTGAGE, Standard Form

(No. 52A)

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

This Indenture,

Made this 14th day of November, A.D. 1947, between Lewis Wilson Johnson and Lois Maurine Johnson, husband and wife

of the County of Douglas and State of Kansas

Witnesseth, That the said parties of the first part, in consideration of the sum of twenty-five hundred (\$25.00) 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 parties of the second part, their 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:

Beginning at the southeast corner of the northeast quarter (Section Six (6), Township Thirteen (13) South, Range Twenty (20) East of the Sixth (6) Principal Meridian, Section Six (6), Township Thirteen (13) South, Range Twenty (20) East of the Sixth (6) Principal Meridian, containing 1.25 Acres, more or less, and being the same as shown on the plat of the same, recorded in the public records of the County of Douglas, State of Kansas, to the said parties of the second part.

with all the appurtenances, and all the state, title and right 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 owners of the premises above granted, and seised 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 twenty-five hundred (\$25.00) 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 parties of the second part.

and this conveyance shall be void if such payment 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 parties of the second part, their heirs, 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 surplus, if any there be, shall be paid by the parties of the first part, making such sale, on demand, to said parties of the second part.

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

Lewis Wilson Johnson (SEAL)

Lois Maurine Johnson (SEAL)

STATE OF KANSAS

Douglas

County

Be It Remembered, That on this 14th day of November, A.D. 1947

before me, Frank F. [Signature], a Notary Public

in and for said County and State, came Lewis Wilson Johnson and

Lois Maurine Johnson, husband and wife,

to me personally known to be the same persons 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 the day and year last above written.

My Commission Expires

7 1948

Frank F. [Signature]

Notary Public

Recorded November 14, 1947 at 8:40 A.M.

Wanda A. Beck

Register of Deeds

The notary herein described, being a duly qualified and sworn officer, has caused this instrument to be recorded in the public records of the County of Douglas, State of Kansas, to the end that the same may be made a part of the public records of said County, and that the same may be made a part of the public records of said State.