

34289 BOOK 93

MORTGAGE Standard Form

(No. 528)

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

This Indenture,

Made this 28th day of November
A. D. 1947, between Thurston L. Johnson and Deloras R. Johnson, husband and wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and L. H. Emmett

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Seven Thousand 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 part Y 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:

Beginning at a point on the West Line of the Northeast quarter of Section Six (6) in Township Thirteen (13), Range Twenty (20), East of the 6th P.M., 643.08 feet North of the Southwest corner of said quarter section, thence East parallel to the South line of said quarter section 19 rods; thence North 300 feet; thence Westerly to a point 296 feet North of beginning, thence South 286 feet to place of beginning, less the South one hundred fifty (150) feet thereof.

With all the appurtenances, and all the 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 Seven Thousand and no/100 Dollars, according to the terms of a certain note this day executed and delivered by the said parties of the first part to the said part Y 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 tax, 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 part Y 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 part Y 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

Thurston L. Johnson (SEAL)
Deloras R. Johnson (SEAL)

OKLAHOMA
STATE OF KANSAS



County,

Be It Remembered, That on this 29 day of November A. D. 1947

before me the undersigned a Notary Public in and for said County and State, came Thurston L. Johnson and Deloras R. Johnson, husband and wife to me, personally known to be the same persons who executed the within 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 March 27, 1950

Mary Russell Cook
Notary Public

The note herein described, having been paid in full this mortgage is hereby released, and the lien thereby created is discharged. The witness my hand this 28 day of May, A.D. 1947 L. H. Emmett