

35143 BOOK 94

MONTAGE-Standard Form

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

This Indenture,

This Indenture, Made this 21st day of April
A. D. 1948 between Fred W. Johnson and his wife, Alice Johnson

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and The Douglas County Building and Loan Association of the second part.

Witnesseth, That the said part les of the first part, in consideration of the sum of Seven Thousand and no/100-----DOLLARS

to ~~the~~ duly paid, the receipt of which is hereby acknowledged, has ~~be~~ sold and by these presents do ~~grant~~, bargain, sell and Mortgage to the said party of the second part, its 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:

Commencing on the West line of Tennessee Street, in the City of Lawrence extended, 283 feet North of the South line of South West Quarter of Section 31, Township 12, Range 20, at the North East corner of land deeded to Ripley W. Sparr, May 25th 1887, thence West along the North line of said Sparr tract, 100 feet, thence North 100 feet, more or less to the South line of Adams Street, thence East on the South line of Adams Street, 100 feet, to the West line of Tennessee Street, thence South 100 feet, more or less, to the place of beginning, in the City of Lawrence, and

The South 150 feet of the following described tract: Beginning at a point on the West line of the North East Quarter of Section 6, in Township 13, South, Range 20, East of the 6th P.M., 843.08 feet North of the South West 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 296 feet to place of beginning.

with all the appurtenances, and all the estate, title and interest of the said part 1ss 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 g 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 one certain note this day executed and delivered by the said
parties of the first part

to the said party 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 taxes, or if the insurance is not kept up, then, 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, its successors 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, their

In Witness Whereof, The said part 168 of the first part ha ve hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of Fred W. Johnson

STATE OF KANSAS

Douglas

County

Be It Remembered, That on this 2nd day of April, A.D. 1945

before me the undersigned a Notary Public

In and for said County and State, came Fred W. Johnson and his wife

Alice Johnson

to me personally known to be the same person who executed the foregoing instrument on

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 1948

Kent V. Muesel Notary Public

Nasir A. Beck Register of Goods