

35150 BOOK 94  
(No. 328)

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

**This Indenture,**

Made this 21st day of April

A. D. 1948, between C. Frank Johnson and Hazel E. Johnson

of Baldwin in the County of Douglas and State of Kansas  
of the first part, and Henry G. Pignert or Emma Pignert

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Fifteen Hundred 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 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:

The East one half (E $\frac{1}{2}$ ) of the Southwest quarter (SW $\frac{1}{4}$ ) of Section number twenty nine (29) Township number Fourteen (14) Range number Twenty (20) less a certain right of way granted to the Leavenworth, Lawrence and Galveston Rail Road Company, conveying Eighty (80) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said C. Frank Johnson and Hazel E. Johnson 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 Fifteen Hundred and no/100-----Dollars, according to the terms of one certain note this day executed and delivered by the said C. Frank Johnson and Hazel E. Johnson to the said parties 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 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 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 making such sale, on demand, to said 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

C. Frank Johnson (SEAL)  
Hazel E. Johnson (SEAL)

STATE OF KANSAS,

Douglas County,

Be It Remembered, That on this 21st day of April A. D. 1948

before me C. B. Butell, a Notary Public

in and for said County and State, came C. Frank Johnson and

Hazel E. Johnson

to me personally known to be the same person 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 Comm. Expires September 4 1948

C. B. Butell  
Notary Public

Release

Release note recorded, showing been paid in full, the mortgage is hereby released and the lien thereby created is discharged. As witnessed on this 7 day of May, 1948, at Lawrence, Kansas. Henry G. Pignert

This release was written in the original and entered on the original of the mortgage.

Recorded April 22, 1948 at 10:35 A.M.

Nathan A. Beck Register of Deeds.