

## MORTGAGE—Standard Form

(No. 53A)

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

**This Indenture,** Made this 16th. day of July  
A. D., 1948, between Fred W. Johnson and Alice Johnson, his 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  
 • Thirty-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 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:

The South One Hundred Fifty (150) feet of the following described tract: Beginning at a point on the West line of the Northeast Quarter (NE<sup>1</sup>/<sub>4</sub>) of Section Six (6), in Township Thirteen (13) South, Range Twenty, (20) East of the 6th P. M., Eight Hundred Forty-three and 8/100 (.843.08) feet North of the South West corner of said Quarter Section, thence East parallel to the South line of said Quarter Section, Nineteen (19) rods, thence North Three Hundred (300) feet, thence Westerly to a point Two Hundred Ninety-six (296) feet North of beginning, thence South Two Hundred Ninety-six (296) to place of beginning.

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 Thirty-five Hundred (\$3500.00) 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 part 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 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 surplus, 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 hand and seals the day and year first above written.

Signed, Sealed and delivered in presence of

*Fred H. Johnson*

STATE OF KANSAS, )  
Douglas County ) ss.

Be It Remembered, That on this 16<sup>th</sup> day of July A.D. 1948

before me, L. E. Eby \_\_\_\_\_, a Notary Public  
in and for said County and State, came Fred W. Johnson and  
Alice Johnson, his wife

to me personally known to be the same person<sup>8</sup> 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

APR 21 1950

Notary Public

Recorded July 26, 1948 at 1:15 P. M.

Harold T. Beck      Register of Deeds