

MORTGAGE - Standard Form

35919 BOOK 94
(No. 32A)

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

This Indenture,

Made this 21st. day of July
A. D. 1948, between Fred W. Johnson and Alice Johnson, his wifeof Lawrence in the County of Douglas and State of Kansas
of the first part, and C. J. Knox

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
Three Thousand 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 party 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:

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 (SW $\frac{1}{4}$) of Section Thirty One (31), Township Twelve (12), Range Twenty (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.

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 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 thereon, 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, 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 of 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 seal the day and year first above written.
Signed, Sealed and delivered in presence of

Fred W. Johnson (SEAL)
Alice Johnson (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County

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

before me, Frank Fox, 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 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 July 7 1952

Notary Public

Recorded July 22, 1948 at 9:30 A. M. RELEASE

The note herein described, having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged. As witness my hand, this 19th day of Oct. A.D. 1955

C. J. Knox

Vernon D. Beck Register of Deeds.