

38338 BOOK 95

MORTGAGE—Standard Form

(No. 52A)

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

**This Indenture,**Made this 30th. day of June  
A. D. 1949, between Fred W. Johnson and Alice Johnson, his wifeof Lawrence in the County of Douglas and State of Kansas  
of the first part, and Josie Lee McGhee

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 party of the second part her 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 2/100 (843.05) feet  
 North of the Southwest 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) feet 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 except one mortgage of \$3500.00 recorded in Book 94 of  
 mortgages on page 358, of the Douglas County Kansas records.

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 her 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 party 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

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

STATE OF KANSAS,

Douglas County



Be It Remembered, That on this 30th day of June A. D. 1949  
 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 persons 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

*Harold A. Beck* Secretary of Board