

38474 BOOK 96

(No. 33 K) F. A. Bittel, Publisher of Legal Blanks, Lawrence, Kansas

MORTGAGE

This Indenture; Made this 14th day of July in the year of our Lord one thousand nine hundred and forty-nine between Clyde Johnson and Bertha Johnson, his wife of the County of Douglas and State of Kansas part 1st of the first part, and J. C. Hemphill part 2d of the second part.

Witnesseth, that the said part 1st of the first part, in consideration of the sum of Two Hundred and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, by me sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part 2d of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The Northeast one-quarter (NE 1/4) of the Southeast one-quarter (SE 1/4) of Section twenty-nine (29) in Township thirteen (13) South, Range Twenty (20) East of the 6th P.M., containing forty (40) acres more or less, according to government survey

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said part 1st 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 of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

It is agreed between the parties hereto that the part 1st of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part 2d of the second part, the fee, if any made payable to the part 2d of the second part to the extent of 10% interest. And in the event that said part 1st of the first part shall fail to pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then the part 2d of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is in full of all claims and demands of the part 2d of the second part against the part 1st of the first part, and the part 1st of the first part shall be bound to pay the same as provided in this indenture.

It is agreed between the parties hereto that the part 1st of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part 2d of the second part, the fee, if any made payable to the part 2d of the second part to the extent of 10% interest. And in the event that said part 1st of the first part shall fail to pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then the part 2d of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is in full of all claims and demands of the part 2d of the second part against the part 1st of the first part, and the part 1st of the first part shall be bound to pay the same as provided in this indenture.

And this conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof, the mortgage shall become absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said mortgage shall become due and payable at the option of the holder thereof, without notice, and it shall be lawful for the said part 2d of the second part to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rent and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from said sale to repay the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part 2d of the second part, making such sale, on demand, to the part 1st of the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom, shall extend and inure to and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

In Witness Whereof, the part 1st of the first part by me before me set their hand and seal on the day and year last above written.

Clyde Johnson (SEAL)
Bertha Johnson (SEAL)

STATE OF Kansas } ss.
COUNTY OF Douglas

Be It Remembered, That on this 14th day of July A. D. 19 49 before me, a Notary Public in the aforesaid County and State, came Clyde Johnson and Bertha Johnson, his wife to me personally known to be the same person who executed the foregoing instrument 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.

Howard C. Weisman
Notary Public

Mar 18 1950

Recorded July 18, 1949 at 11:10 A. M.

RELEASE

I, the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record.

Dated this 8th day of September, 1950

J. C. Hemphill

Mortgagee, Owner.

This release was written on the original mortgage.

Witness my hand and seal this 19th day of September, 1950.

Harold A. Beck

Register of Deeds