

3963 BOOK 97

MORTGAGE-Standard Form

(No. 52A)

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

This Indenture,Made this 25th day of November
A. D. 1949, between Carl G. Johnson and Thelma M. Johnson, his wifeof Overbrook in the County of Douglas and State of Kansas
of the first part, and A. R. Francis

of the second part.

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

The Southwest Quarter of Section (10), Township (15), Range (23), and
The North Half of the Southeast Quarter of Section (17), Township (15), Range (15),
all in Douglas County Kansas, and containing 440 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 1st parties

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 mortgage subject to a loan of \$ 7200.00 to the Phoenix Mutual Life Insurance Company of Hartford Connecticut.

This grant is intended as a mortgage to secure the payment of \$ 4300.00 Dollars, according to the terms of a certain Note this day executed and delivered by the said 1st parties 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 surplus, if any there be, shall be paid by the party making such sale, on demand, to said 1st parties

their 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

Carl G. Johnson (SEAL)
Thelma M. Johnson (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,
County of Douglas ss.



Be It Remembered, That on this 25th day of November A. D. 1949
before me, C. J. Cordts, a Notary Public

In and for said County and State, came
Carl G. Johnson and Thelma M. Johnson, his wife

to me personally known to be the same persons as 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 Feb 2nd, 1953

C. J. Cordts
Notary Public

Recorded December 15, 1949 at 1:30 P.M.

Harold A. Beck Register of Deeds.

ATTEST:

Harold A. Beck
By Lawrence L. Lively, Deputy

L. Lucille E. Adams, Clerk of the District Court, Douglas County Kan.
do hereby certify that a judgment of foreclosure of the foregoing
mortgage was made by said District Court on the 28th day of
November 1949 and that the same is duly recorded in Book 3963
at page 160 and this 17th day of November 1949.
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L. Lucille E. Adams, Clerk of District Court