

41035 BOOK 98

MORTGAGE-Standard Form

On 52 A)

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

This Indenture,

Made this 6th day of July

A. D., 1950, between Lewis Eldon Johnson and Lois Maurine 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

Seventeen Hundred (\$1700.00) ----- 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:

Beginning at a point 625.75 feet East and 1556.15 feet South of the Northwest corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section Six (6), Township Thirteen (13), South, Range Twenty (20) East of the Sixth (6th) P. M. thence South 162.3 feet, thence West 313.2 feet, thence North 160.26 feet, thence East 313.2 feet to the point of beginning.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 \$2500.00, now of record in Book 93 of

Mortgages, at page 235, in the records of Douglas Co. Kansas.

This grant is intended as a mortgage to secure the payment of Seventeen Hundred (\$1700.00) --- 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 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 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 seal the day and year first above written.

Signed, Sealed and delivered in presence of

Lewis Eldon Johnson (SEAL)
Lois Maurine Johnson (SEAL)

STATE OF KANSAS,

Douglas County,

Be It Remembered, That on this 6th day of July A. D. 1950

before me, the undersigned, a Notary Public

in and for said County and State, came Lewis Eldon Johnson and Lois Maurine 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 11, 1953

My Commission expires

Notary Public

Recorded July 6, 1950 at 3:40 A. M.

The note herein described having been paid in full this mortgage is hereby released, and this lien thereby created discharged, as witnessed by my hand this 10th day of June 1955

Frank Fox

Lois Maurine Johnson