

41792

BOOK 29

MORTGAGE—Standard Form

Form 32 A

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

# This Indenture,

Made this 25th day of September

A. D. 1950 between Fred W. Johnson and Alice Johnson, his wife

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Josie Lee McChes

of the second part

Witnesseth, That the said parties of the first part, in consideration of the sum of

Three Thousand (\$3000.00) 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 East One Hundred Thirteen (113) feet of the South One Hundred Fifty (150) feet of the following described tract: Beginning at a point on the west line of the Northeast quarter of Section No. Six (6), in Township Thirteen (13), South of Range No. Twenty (20), East of the 5th. P.M., Eight Hundred Forty-three and eight hundredths (843.08) feet north of the Southwest corner of said quarter Section, thence 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.

This grant is intended as a mortgage to secure the payment of Three Thousand (\$3000.00) Dollars, according to the terms of one certain note this day executed and delivered by the 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, thereon, shall be paid by the party of the first part, on demand, to said 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  
County of Douglas

Be It Remembered, That on this 25th day of September A. D. 1950

before me, the undersigned, 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 first above written.

My Commission expires July 7, 1952. *Frank Cox* Notary Public

Recorded, October 25, 1950 at 1:40 P. M.

*Donald W. Back* Register of Deeds

## 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 day of March 29 1966 Josie Lee McChes

*Josie Lee McChes*  
Witness my hand and seal this day of March 29 1966  
Notary Public