

## MORTGAGE

41963

BOOK 99  
The Miami Republican Print, Tulsa, Kansas.

This Indenture, Made this 10th day of October in the year of our Lord, One Thousand Nine Hundred and Fifty (1950) between Carl Johannning and Katherine Johannning, husband and wife, of Baldwin, in the County of ~~Adair~~ <sup>Nowata</sup> and State of Kansas, of the first part and Frank H. Knoche and Katherine Knoche, husband and wife, of the second part and the survivor thereof in fee simple, as joint tenants,

WITNESSETH, That the said parties of the first part in consideration of the sum of Four thousand and no/100 (\$4,000.00) 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 parties of the second

part, ~~XXXXXX~~ forever, all that tract or parcel of land situated in the County of ~~Nowata~~ <sup>Nowata</sup> and State of Kansas, described as follows, to-wit:

The West Half of the Northeast quarter and the Northeast Quarter of the Northeast Quarter of Section twenty-nine (29), Township Fourteen (14), Range Nineteen (19), East of the Sixth Principal Meridian, subject, however, to an \$8,000.00 mortgage in favor of the Prudential Insurance Company of America now of record.

with 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 thereof they are the lawful owners 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 payment of the sum of \$4,000.00.

according to the terms of ~~one~~ <sup>one</sup> certain ~~note~~ <sup>note</sup> this day executed and delivered by the said parties of the first part to the said parties of the second part; and this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, 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 shall become due and payable, and it shall be lawful for the said parties of the second part

~~XXXXXX~~ at any time thereafter, to sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the parties of the second part, ~~XXXXXX~~ 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 parties making such sale, on demand, to the said parties of the first part. ~~XXXXXX~~

IN WITNESS WHEREOF, the said parties of the first part have herunto set their hands and seals, the day and year above written.

Signed and delivered in the presence of

Carl Johannning (SEAL)  
Katherine Johannning (SEAL)