

45039 BOOK 101

MORTGAGE - Standard Form

(No. 32 A)

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

This Indenture,

Made this 16th day of November

A. D. 19 51, between Elmer R. Johannning, a single man,

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Julia L. Maxwell

of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of Three Thousand Dollars (\$3,000.00) - - - - - DOLLARS to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do es grant, bargain, sell and Mortgage to the said party y 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 South One Half of the South East Quarter of
Section No. Thirty Six (36), Township Twelve (12),
Range Eighteen (18),

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

And the said party of the first part

do es hereby covenant and agree that at the delivery hereof he is 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 Dollars (\$3,000.00) - - - - - Dollars, according to the terms of a certain promissory note this day executed and delivered by the said party of the first part to the said party of the second part and by its terms, payable three years after date, with interest at the rate of six per cent (6%) per annum, payable semi-annually.

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 there be, shall be paid by the party y making such sale, on demand, to said party of the first part

his heirs and assigns

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Elmer R. Johannning (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

Douglas County ss.

Be It Remembered, That on this 16th day of November A. D. 19 51

before me, the undersigned, a Notary Public

in and for said County and State, came Elmer R. Johannning, a single man,

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 October 15 1955

Shelly Chase

Notary Public

Recorded November 16, 1951 at 2:20 P. M.

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 29th day of July 1955.

ATTEST: Warren Rhodes

Julia L. Maxwell

Harold A. Beck

Register of Deeds

This release was written on the original mortgage entered day of July 1955

James H. Hester
Reg. of Deeds
Deputy