

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 12 day of May in the year of our Lord one thousand eight hundred and ninety one between Harry S. White and A. E. White his wife of Marion Sp in the County of Douglas and State of Kansas of the first part, and Edna B. Fuller of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight Hundred & 00/100 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 West half of the North West quarter of Section Two (2) Township Fourteen (14) Range Seventeen (17)

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, at the delivery hereof, 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 the payment of the sum of Eight Hundred & 00/100 Dollars according to the terms of One certain promissory note this day executed and delivered by the said Harry S. and A. E. White to the said party of the second part: payable three years from date at the Lawrence National Bank of Lawrence Kas interest at the rate of seven (7) per cent 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 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 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, appraisement hereby waived or not at the option of the party of the second part her executors, administrators and assigns; and out of all moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Harry S. White his heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Harry S. White (SEAL.)
A. E. White (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 12 day of May, A. D. 1891, before me Alfred Whitman, a Notary Public in and for said County and State, came Harry S. White and A. E. White his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires May 17 1895

Alfred Whitman

Notary Public.

Recorded May 15 A. D. 1891, at 3 o'clock P. M.

James Brooks

Register of Deeds

*The following is indorsed on the original instrument:
The note herein described having been paid in full this Mortgage is hereby released and the lien hereby created discharged.
At witness my hand this 30th day of June, A. D. 1894
Edna B. Fuller*

*Recorded in 1894
James Brooks*