

This Indenture, Made this 21st day of February in the year of our Lord one thousand eight hundred and ninety Eight between D.A. White and Mary White his wife of Linwood in the County of Leavenworth and State of Kansas of the first part, and Christian Lapsley of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Six Hundred 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: All lots in Block number Eight (8) Nineteen (19) and Thirty Four (34) in the City of Cudora, according to the plat of said City, County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said D.A. White and Mary White 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 the sum of Six Hundred Dollars

according to the terms of Four certain promissory note this day executed and delivered by the said D.A. White and Mary White to the said party of the second part: \$100 due in six months \$100 due in one year \$200 due in two years and \$200 due in three years, with 7 per cent interest per annum from date

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 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, appraisement hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said D.A. White and Mary White their heirs and assigns.

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

Signed and delivered in presence of

J. M. Adams

D. A. White
Mary White

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS }
County of Leavenworth } SS.

Be it Remembered, That on this 26th day of February, A. D. 1898, before me, J. M. Adams, a Notary Public in and for said County and State, came D.A. White and Mary White his wife to me personally known to be the same person s 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 June 23^d 1901

Recorded March 1st A. D. 1898, at 12³⁰ o'clock P.M.

J. M. Adams
Notary Public.

H. B. Soman
Register of Deeds.

The following is endorsed on the original instrument -
The note herein described having been paid in full, this mortgage is hereby released, and the said liberty created, discharged, as witness my hand, this 16th day of August - A.D. - 1901 -
Attest: C. E. Allen
Sarah M. Brantham

Recorded - Aug - 21st - 1901 -
By J. M. Adams,
Register of Deeds,
By J. B. Soman,
Deputy Assigned See Book 33, Page 331

