

MORTGAGE RECORD No. 38.

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MORTGAGE Standard Form. SAML DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this 28th day of February in the year of our Lord, one thousand thirteen hundred and two (1902), between Thomas H. White and Ida C. White (his wife) of Lawrence in the County of Douglas and State of Kansas, of the first part, and William G. Hutson of the second part:

Witnesseth, That the said part is of the first part, in consideration of the sum of Four hundred (\$400⁰⁰) Dollars, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do grant, bargain, sell and mortgage to the said part of 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:

Lot number Seven (7) Eight (8) Nine (9) and Ten (10) in Block two (2) in South Lawrence

It is hereby agreed that parties of the first part can pay the whole on any part of the note secured by this, within three years, mortgage and interest shall cease on the amount paid. This clause to have no effect unless the interest is paid as agreed.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Thomas H. and Ida C. White (his wife) 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 Four hundred dollars according to the terms of One certain Note this day executed and delivered by the said Thomas H. and Ida C. White to the said part of of the second part

and due in three years from date, with interest at the rate of seven per cent. per annum from date untill paid, interest 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 part of 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; 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 of making such sales, and the overplus, if any there be, shall be paid by the part of making such sale, on demand, to the said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part is of the first part ha ve hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

L. H. Menger

Thomas H. White (SEAL.)
Ida C. White (SEAL.)

STATE OF KANSAS,
County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 28th day of February A. D. 1902, before me

L. H. Menger a Notary Public in and for said County and State, came

Thomas H. White and Ida C. White (his wife)

to me personally known to be the same

person who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name set my hand and affixed my official seal on the day and year last above written.

My Commission Expires Sept. 16 1904

L. H. Menger Notary Public

Filed for Record the 5th day of March A. D. 1902, at 5 o'clock P. M.

L. H. Menger 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 lien thereby created
discharged. Witness my hand this 9th day of June 1904.
Witness Geo. W. Clark, William G. Hutson

Received June 10th 1904.
L. H. Menger
Register of Deeds.

