

MORTGAGE RECORD No. 42.

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This Indenture, made this fifth day of September in the year of our Lord Nineteen Hundred and two, between Simon R. White and Maude E. White, his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and M. A. Good of the second part:

Witnesseth, That the said part is of the first part, in consideration of the sum of Four Hundred Dollars,

to them duly paid, the receipt of which is hereby acknowledged, has held, and by these presents do grant, bargain, sell and mortgage to the said part 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:

Beginning at the north west corner of south west quarter ($\frac{1}{4}$) of south east quarter ($\frac{1}{4}$) of section Nineteen ($\frac{1}{4}$) in Township Twelve ($\frac{1}{4}$) of Range Twenty (20); thence south Twenty (20) rods; thence east Sixty-four (64) rods; thence north Twenty (20) rods; thence west Sixty-four (64) rods to place of beginning.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said parties of the first part 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 promissory note this day executed and delivered by the said parties of the first part to the said part of the second part Payable five years after date with interest at eight per cent from date 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 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 sales to retain the amount then due for principal and interest, together with the cost 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 said parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Hugh Blair

Simon R. White

Maude E. White

[SEAL.]

STATE OF KANSAS,

County of Douglas,

(seal)

BE IT REMEMBERED, That on this 5th day of Sept. A. D. 1905, before me

Hugh Blair a Notary Public in and for said County and State, came Simon R. White and Maude E. 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 and affixed my official seal on the day and year last above written.

My Commission Expires 28th Dec. 1905

Hugh Blair

Notary Public.

Filed for Record the 6th day of Sept. A. D. 1905, at 4th o'clock P. M.

C. G. Loman, Register of Deeds.

By Lillie B. Loman, Deputy.

Recorded August 1st, 1905
Attala County Clerk
By J. L. Loman, Deputy.