

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. Journal Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 11th day of September in the year of our Lord, Nineteen hundred and Three, between George W. White and Mary White, his wife of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Le. L. Roberts of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Four 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: Beginning at a point Twenty (20) rods South of the North East corner of the South East quarter (1/4) of Section One (1) in Township Thirteen (13) of Range Nineteen (19), Thence West Sixty (60) rods; South Twenty (20) rods; East Sixty (60) rods; North Twenty (20) rods to beginning, containing Seven and one-half (7 1/2) acres more or less. Also Lots Four (4) and Five (5) in Block number Four (4) in South Lawrence in the City of Lawrence, Douglas County, Kansas.

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 that 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

Four hundred Dollars

according to the terms of One certain Note this day executed and delivered by the said Parties of the first part to the said party of the second part Payable five years after date with interest thereon according to the terms of said note and coupons thereto attached.

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; 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 party making such sale, on demand, to said Parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Hugh Blair

George W. White [SEAL]
Mary White [SEAL]

STATE OF KANSAS,
County of Douglas

BE IT REMEMBERED, That on this 11th day of Sept A. D. 1903, before me Hugh Blair a Notary Public in and for said County and State, came George W. White and Mary 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 Decr 1905.

Hugh Blair Notary Public.

Filed for Record the 15th day of September A. D. 1903, at 5:09 o'clock P. M.
All. Armstrong Register of Deeds.
By J. L. Newman Deputy.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the same hereby cancelled, September 1, 1907.
C. C. C. Partridge

County of Douglas, State of Kansas, of the first part, and
second part:
the sum of
Dollars,
and mortgage
of Douglas,
with
and agree that
indefeasible
of the sum of
second part
to the
part thereof, or
amount shall
assignments, at any
arising from
the overplus, if
their
year first above
[SEAL.]
[SEAL.]
[SEAL.]
before me
and State, came
to be the same
on the day and
Notary Public.
Register of Deeds.
Deputy.