

## MORTGAGE RECORD No. 42.

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

This Indenture, Made this Ninth day of March in the year of our Lord, Nineteen  
hundred and five, between Joseph T. White and Maud O. White  
his wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and M. J. Russell, of Chicago Ill.  
of the second part:

Witnesseth, That the said part 2d of the first part, in consideration of the sum of  
Three Hundred Seventy five 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 part 1st 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 South half (1/2) of the South half (1/2)  
of the South-West quarter (1/4) of the North-East quarter (1/4) of Section  
Number Twelve (12) in Township Number Thirteen (13) South of  
Range Number Nineteen (19) East of the Sixth (6th) Principal  
Meridian, Except one and six tenths (1 6/10) Acres off of the West  
End, and Except Twenty (20) feet off of the East end of said tract.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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  
Three hundred Seventy five Dollars.  
according to the terms of one certain Mortgage Note this day executed  
and delivered by the said Joseph T. White and Maud O. White to the said part 1st of the second part  
Mortgage due in five years from date hereof.

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 1st of the second part 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 1st making such sale, on demand, to said Joseph T. White.  
heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set our hand and seal the day and year first above  
written.

Signed, Sealed and Delivered in Presence of

J. D. Lemov.

Joseph T. White

[SEAL.]

Maud O. White

[SEAL.]

[SEAL.]

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 9<sup>th</sup> day of March A. D. 1905, before me

J. D. Lemov.

a Notary Public in and for said County and State, came

Joseph T. White and Maud O. 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

March 3<sup>rd</sup> 1906.

J. D. Lemov.

Notary Public.

Filed for Record the 10<sup>th</sup> day of March

A. D. 1905, at 9<sup>00</sup> o'clock A. M.

A. W. Armstrong.

Register of Deeds.

Deputy.

The following is returned on the original instrument:  
 The Note herein described having been paid in full, this mortgage  
 is hereby released and the lien thereby created is discharged.  
 At Lawrence, Mo., May 26<sup>th</sup> 1906.  
 W. J. Russell.  
 (200)