

This Indenture Made this 4th day of September A.D. 1908, between Harrison E. Wilhite and Cora E. Wilhite Husband and wife of Douglas County in the State of Kansas, of the first part, and Peoples State Bank, of Lawrence, Kansas, of the second part :

Witnesseth, That said parties of the first part, in consideration of the sum of Eighteen Hundred 00/100 Dollars, the receipt of which is hereby acknowledged, do by these presents mortgage and warrant unto said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to-wit: Lot number One Hundred Seventy Two (172) on Tennessee Street City of Lawrence.

To Have and to Hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever. Provided Always, And this instrument is made, executed and delivered upon the following conditions, to-wit: Said parties of the first part are justly indebted unto the said party of the second part in the principal sum of Eighteen Hundred 00/100 Dollars, payable according to the tenor and effect of one certain First Mortgage Note, executed and delivered by the said parties of the first part, bearing date September 4th 1908 and payable to the order of the said party of the second part, on the 4th day of September 1913 with interest thereon from date until maturity at the rate of six per cent per annum, payable semi-annually, on the 4th days of March and September in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by ten interest coupons attached to said principal note and of even date therewith, and payable in like manner. Said parties of the first part agree to insure said real property for the period of this loan for at least Eighteen Hundred 00/100 Dollars, for the benefit of the said mortgagee, or its assigns, any loss under such insurance to be made payable to them according to their interest; and also agree to have any release of this mortgage made by said mortgagee or its assigns recorded at the expense of said parties of the first part. Now if said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of said note and coupons, then these presents shall be wholly discharged and void but otherwise shall remain in full force and effect. But if said sum of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if insurance as agreed is not procured and kept in force, then the whole of said sum and sums, and interest thereon shall, without notice, and by these presents, become due and payable at the sole option of the holder hereof, and said party of the second part shall be entitled to the possession of said premises.

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

Harrison E. Wilhite.

Cora Wilhite.

(The foregoing is a true and correct copy of the original instrument as recorded in the original instrument.)
 Received of Harrison E. Wilhite by J. E. Remick, the legal holder and owner of the note secured by the within mortgage, the sum of Eighteen Hundred Dollars in full satisfaction of the said mortgage, which is hereby discharged and released.
 J. E. Remick.

Recorded March 18 1913
 Lloyd R. Lawrence
 Register of Deeds