

MORTGAGE RECORD No. 49.

475

MORTGAGE STANDARD FORM. Olette Co., Hottel, Henders and Frank Book Sellers, Lawrence, Kas.

The following is enclosed in this instrument:
The note herein described having been paid in full, this mortgage is hereby
released and the lien thereby created discharged.
As witness my hand this 18 day of Oct. A.D. 1912

Attest: J. J. Lawrence, E. D. Bertrige -
J. J. Lawrence

This Indenture, Made this 12th day of July in the year of our Lord one thousand and twelve (1912), between D. R. White and Matilda White, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and E. D. Bertrige, of Topeka, Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Five Hundred (\$500.00) 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:

All of lots number four, five & seven (4-5-7) in block number fifteen (15) in University Place, an addition to the City of Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said D. R. White and Matilda White, his wife 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 Five Hundred (\$500.00) according to the terms of One certain note this day executed and delivered by the said D. R. White & Matilda White, his wife to the said party of the second part E. D. Bertrige

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 D. R. White & Matilda White, his wife heirs and assigns.

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

Signed, Sealed and Delivered in presence of

D. R. White [SEAL]
Matilda White [SEAL]
[SEAL]

STATE OF KANSAS,
Douglas County ss.

BE IT REMEMBERED, That on this 12th day of July A. D. 1912, before me, The undersigned a Notary Public in and for said County and State, came D. R. White and Matilda White, his wife to me personally known to be the same persons 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 June 5th 1913 Henry J. Parsons Notary Public.

Filed for Record the 16 day of July A. D. 1912, at 11 o'clock A. M.
Floyd L. Lawrence Register of Deeds.
Deputy.

Recorded Dec. 10 1914
J. E. Welch
Register of Deeds