

MORTGAGE RECORD.

This Indenture, Made this 23rd day of December in the year of our Lord one thousand nine hundred Eleven between P. H. Owens

of Kansas City, in the County of Jackson and State of Missouri of the first part, and Simon R. White, of Lawrence, Douglas County, Kansas of the second part:

WITNESSETH, That the said part 1 of the first part, in consideration of the sum of Three Hundred (\$300.00) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do sell grant, bargain, sell and mortgage to the said

part 2 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: Lot one One (1), Two (2), Three (3), Four (4) and Five (5) in Block No. Twenty Six (26) in University Place Annex, a plat of which was filed for record in the Registry Office of Douglas County, Kansas, in Plat Book No. Two, Dec. 27, 1898, being laid out on a part of the N. E. 1/4 of Sec. 1, Twp. 13, Range 19 and now adjoining the City of Lawrence, Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said P. H. Owens do he hereby covenant and agree that at the delivery hereof he is 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, and that he will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Three Hundred (\$300.00) DOLLARS, according to the terms of One certain promissory note... this day executed by the said P. H. Owens

to the said part 2 of the second part; said note being given for the sum of Three Hundred (\$300.00) DOLLARS, dated December 23rd 1911, due and payable in three year... from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and six coupons of twelve dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part 1 of the first part hereby agree... to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises

insured in favor of the said mortgagee in the sum of DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and issue the same at the expense of the part 1 of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note... and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part 1 of the second part, and all sums paid by the part 2 of the second part, shall be due and payable or not, at the option of the part 2 of the second part; and it shall be lawful for the part 2 of the second part, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not at the option of the part 1 of the second part, his executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale; and the overplus, if any there be, shall be paid by the part 2 making such sale, on demand to the said part 2 of the second part heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1 of the first part has hereunto set his hand... and seal... the day and year last above written. Signed, sealed and delivered in presence of P. H. Owens [SEAL]

State of Missouri Jackson County, ss.

BE IT REMEMBERED, That on this 23rd day of December, A. D. 1911, before me, Vera Barnhard a Notary Public in and for said County and State, came

P. H. Owens

to me personally known to be the same person... who executed the foregoing instrument of writing 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 24 1914. Vera Barnhard Notary Public.

Filed for Record on the 26 day of Dec A. D. 1911 at 11:30 o'clock 9 M.

Floyd L. Lawrence Register of Deeds.
Deputy.

(The following is endorsed on the original instrument)
This mortgage has been paid in full, and the same is hereby released and the same is hereby discharged. The witness my hand and seal this day of January A. D. 1912.
Simon R. White
Wm. R. White
Wm. R. White

Recorded June 28th 1915
Floyd L. Lawrence
Register of Deeds.
Wm. R. White

This mortgage has been paid in full, and the same is hereby released and the same is hereby discharged. The witness my hand and seal this day of January A. D. 1912.
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