

MORTGAGE RECORD.

This Indenture, Made this Eighteenth day of November in the year of our Lord one thousand nine hundred and Twelve between J. S. Whitbeck and Sarah J. Whitbeck wife of Lawrence in the County of Kansas and State of Kansas, of the first part, and J. H. Newlin of the second part:

WITNESSETH, That the said part two of the first part, in consideration of the sum of Six 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 part of 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 No Twenty four (no) Block No Nine (9) Lane Hare, City of Lawrence, Douglas County, Kansas

with the appurtenances, and all the estate, title and interest of the said part two of the first part therein. And the said J. S. Whitbeck and Sarah J. Whitbeck do hereby covenant and agree that at the delivery hereof they are 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 they 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 Six hundred DOLLARS,

according to the terms of one certain promissory note this day executed by the said J. S. Whitbeck and Sarah J. Whitbeck to the said part of of the second part; said note being given for the sum of Six hundred DOLLARS,

dated Lawrence Nov 18 1912 due and payable in Six coupons of Eighteen dollars each therein 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 parties 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 Six hundred 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 insure the same at the expense of the part two 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 two of the second part, and all sums paid by the part two of the second part for insurance, shall be due and payable or not, at the option of the part of of the second part; and it shall be lawful for the part of 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, appraisalment hereby waived or not at the option of the part of 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 of making such sale, on demand to the said J. S. Whitbeck heirs and assigns.

IN TESTIMONY WHEREOF, The said part two of the first part have hereunto set their hand and seal... the day and year last above written. Signed, sealed and delivered in presence of

J. S. Whitbeck (SEAL)

Sarah J. Whitbeck (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on the 19 day of Nov A. D. 1912, before me,

PS

A. M. Morrison a Notary Public in and for said County and State, came

J. S. Whitbeck and Sarah J. Whitbeck 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.

A. M. Morrison Notary Public.

My Commission Expires Feb 23 1914

Filed for Record on the Nov day of 19 A. D. 1912 at 4:40 o'clock P.M.

Register of Deeds.

Deputy.

The instrument is recorded on the original instrument. The same herein described having been paid in full, this mortgage is hereby released and the same hereby created discharged. As witness my hand this 18th day of Nov. A. D. 1912.

Recorded Aug 14 1919

Estelle J. Whitbeck Register of Deeds.

This following is indexed on the original instrument. The same herein described having been paid in full, this mortgage is hereby released and the same hereby created discharged.

Recorded July 1 1919