

MORTGAGE RECORD NO. 55.

1007

This Indenture, Made this 8th day of October, in the year of our Lord nineteen hundred and Seventeen, between Thomas H. White and Edna C. White, his wife, of the City of Lawrence, in the County of Lawrence, State of Kansas, of the first part, and Hugh Blair, of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Seven hundred and Fifty 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:

Lot numbers One (1), Two (2), Fifteen (15) and Sixteen (16) in Block number Eleven (11), South Lawrence, in the City of Lawrence, said County and State.

The mortgagors agree to keep the buildings on premises insured against fire, lightning and windstorms to the extent of their insurable value, in a company or companies approved of by this mortgagee with mortgage clause attached making loss payable to said mortgagee, or his assigns, as interest may appear, and failing to do so holder of mortgage may have same insured and the cost of so doing added to the mortgage.

with all the appurtenances, and all the estate, title and interest of the said party 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 owner(s) 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 Seven hundred and fifty Dollars, according to the terms of one certain Note, this day executed, and delivered by the said Parties of the first part to the said party of the second part Payable two years after date with interest thereon according to the terms of said note and coupons thereto attached.

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 sale, and the overplus, if any there be, shall be paid by the party of the first part, making such sale, on demand, to said Parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Jennie Watt

Thomas H. White (SEAL)

Edna C. White (SEAL)

(SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 8th day of October, A. D. 1917, before me,

Jennie Watt, a Notary Public in and for said County and State, came Thomas H. White and Edna C. White, his wife,

L.S. 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 30th March 1922

Jennie Watt

Notary Public

Filed for Record the 10th day of October, A. D. 1917, at 8:15 o'clock A.M.

Estelle Northup Register of Deeds.
LaReine Walow, Deputy.