

MORTGAGE RECORD

This Indenture Made this 9th day of October in the year of our Lord one thousand nine hundred Seventeen between D. P. White and Matilda White (Husband and wife) of Lawrence in the County of Douglas and State of Kansas, of the first part, and Simon P. White of Lawrence, Kansas of the second part:

WITNESSETH, That the said part first of the first part, in consideration of the sum of Four Hundred Fifty and no/100 (\$450.00) DOLLARS to them duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part second 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 number Three (3) in Block number Fifteen (15) in "University Place," an addition in the City of Lawrence, Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said part first 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 owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance, 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 Four Hundred Fifty (\$450.00) DOLLARS,

according to the terms of one certain promissory note this day executed by said parties of the first part to the said part second of the second part; said note being given for the sum of Four Hundred Fifty (\$450.00) DOLLARS, dated Lawrence, Kansas, Oct. 9th, 1917, due and payable in Four year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and eight coupons of 15.75 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 first 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 said mortgagee, in the sum of Twelve Hundred (\$1200.00) 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 first 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 second of the second part, and all sums paid by the part second of the second part for insurance, shall be due and payable or not, at the option of the part first of the first part; and it shall be lawful for the part first of the first 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, appraisement hereby waived or not, at the option of the part first of the first part; 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 over-plus, if any there be, shall be paid by the part first of the first part making such sale, on demand, to the said parties of the first part heirs and assigns. IN TESTIMONY WHEREOF, The said part first of the first part has hereunto set their hand and seal the day and year last above written.

Signed, sealed and delivered in presence of

STATE OF KANSAS
Douglas County } ss.

BE IT REMEMBERED, That on this 9 day of October A. D. 1917, before me, D. L. Eddy, a Notary Public in and for said County and State, came D. P. White & Matilda White, husband and wife to me personally known to be the same persons 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 5 1920.

This instrument was filed for record on the 10th day of October A. D. 1917, at 9³⁰ o'clock A. M.

D. L. Eddy Notary Public.
Estelle Northrup Register of Deeds.
By R. P. Walton Deputy.

The following is endorsed on the original 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 2nd day of Oct 1922
Simon P. White
By the 2nd John Cash

Recorded Oct 14 1922
John P. Bishop, Douglas
Register of Deeds

The following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

Recorded January 23 1923
Wm. H. H. H.

See Book 108 Page 468
for appointment of
for Elector.