

MORTGAGE RECORD NO. 58

The following is a copy of the original instrument, as the same has been filed in the office of the Register of Deeds, and the lien thereby created discharged.
As witness my hand this 13 day of January A.D. 1925
Matthew Paul Bank
Register of Deeds

Recorded Jan 15 1925
J. G. McElmurray
Register of Deeds

This Indenture, Made this 8th day of June in the year of our Lord nineteen hundred & twenty, between William H. White & Lena M. White, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Chisholm National Bank of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Twenty four 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 party of the second part, its successors, 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: Lots One (1), Two (2) and Three (3) Block No. One (1) University Place an addition to the city of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties 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 incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Twenty four hundred Dollars according to the terms of a note this day executed and delivered by the said parties of the first part to the said party of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments 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, its successors, 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 making such sale, on demand, to said parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of William H. White (SEAL) Lena M. White (SEAL)

STATE OF KANSAS, Douglas County ss. BE IT REMEMBERED, That on this 9th day of June A.D. 1925, before me, A. F. Elmer, a Notary Public in and for said County and State, came William H. White and Lena M. 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 April 12 1925 A. F. Elmer Notary Public.

Filed for Record the 9 day of June A.D. 1925 at 4:05 o'clock P.M. Estelle M. Schrupf Register of Deeds Eugene Elmer Deputy.