

MORTGAGE RECORD NO. 58

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 11 day of June A. D. 1923

ATTEST:

Recorded June 11th 1923
Geo. E. McElwain
Register of Deeds

This Indenture, Made this 2d day of June in the year of our Lord
nineteen hundred and twenty (1920) between W. H. White and Lena M. White,
his wife, of Lawrence in the County of
Douglas and State of Kansas, of the first part, and

Edward A. Tupper of Reckompton, Kansas of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of
Eighteen hundred and no/100 (\$1800.00) 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:

lots thirteen (13) and fourteen (14) Southview, an addition
to the City of Lawrence, Kansas.
This mortgage is a portion of the purchase price of said property

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

W. H. White 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

This Grant is intended as a Mortgage to secure the payment of the sum of

\$1800.00 Dollars
according to the terms of one certain note this day executed
and delivered by the said W. H. White and Lena M. White 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, 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 sales, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said W. H. White his 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

P. E. McElwain W. H. White (SEAL)
Lena M. White (SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 2d day of June A. D. 1922, before me,

P. E. McElwain a Notary Public in and for said County and State, came
W. H. White and Lena M. White, husband
and 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 5 1922 P. E. McElwain Notary Public.

Filed for Record the 11 day of June A. D. 1922, at 9:35 o'clock A. M.

Estes Norshup Register of Deeds
Samuel L. Loral Deputy.