

MORTGAGE RECORD—59.

This Indenture,

Made this 11day of May

in the

year of our Lord one thousand nine hundred & twenty

between

E. A. White and Ella H. White, his wife,
of Kanawha
C. H. Tucker

in the County of Douglas and State of Kansas, of the first part, and

of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of

DOLLARS,

Ten hundred

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

parties of the second part Five and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described asfollows, to wit: Douglas County, Kansas, the Original Grant 750.04 feet (or 150 chains) East of the Southwest corner ofthe Northwest 1/4 of Section Thirty-six (36), Township and Range 22 North and 12 East, (said point of beginning being at theSouthwest corner of the tract of land needed to James H. Hoskins Deed Book 74, page 44) thence North 113.23 feet,(or 18.88 chains); thence East 264.41 feet to the Northwest corner of land needed to Richard E. Bradstreet andDeed Book 74, Page 501; thence South 516.76 feet along the East boundary of said Bradstreet land,thence East 75 feet to the West line of land needed to S. R. Stubbins Deed Book 81, Page 73; thence Southwesterlyalong the West line of said S. R. Stubbins land to the South line of said northwest 1/4 of Section Thirty-six(36); thence West 531.41 feet to the point of beginning, over the North 1/4 feet for a highway over said JamesStubbins produced tract.

with 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 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 Ten hundred DOLLARS,

according to the terms of a certain promissory note this day executed by said parties of the first part.

to the said parties of the second part; said note being given for the sum of Ten Hundred DOLLARS,dated May 11, 1920, due and payable in three year(s) from date thereof,with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of thirty-five 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 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 said mortgage, in the sum of One thousand DOLLARS,

in some insurance company satisfactory to said mortgage, in default whereof the said mortgage may pay the taxes and accruing penalties, interests and costs, and insure the

same at the expense of the parties 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 parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not, at the option of the parties

of the second part; and it shall be lawful for the parties of the second part, their 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 parties of the second part, their

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 over-plus, if any there be, shall be paid by the parties making such sale, on demand, to the said

parties of the first part, their heirs and assigns.

In Testimony Whereof, The said parties 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

E. A. White

(SEAL)

Ella H. White

(SEAL)

STATE OF KANSAS,

Douglas County,Be it Remembered, That on this 11th day of May A. D. 1920, before me,A. F. Glenn

a Notary Public in and for said County and State, came

E. A. White and Ella H. White, his wife,

who are 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 April 10 1925.A. F. Glenn

Notary Public.

This instrument was filed for record on the 12 day of MayA. D. 1920, at 8:45 o'clock A. M.Estel W. Neschup

Register of Deeds.

By Ferns Flora

Deputy.

NOT RECORDED IN THE REGISTER OF DEEDS
This note herein described having been paid in full, this mortgage is hereby
released and the lien hereby created discharged.
As witness my hand this 15 day of May A. D. 1925
C. H. Tucker.

Recorded May 15 1925
Joan E. McElwain
Register of Deeds