

MORTGAGE RECORD 72

KANSAS RECORDS NORTH STATE NEAR CO KANSAS CITY MO MISS

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 6 day of Sept. A. D. 1929 At 4:20 P. M.

Elie C. Connelley
Register of Deeds.

Deputy.

Charles Whiteside & wife
TO

Anna L. Hutson

By

Reg. No. 372
Fee Paid 1.00

THIS INDENTURE, Made this Fifth day of September in the year of our Lord nineteen hundred and Twenty-nine between

Charles Whiteside and Harriet Whiteside, his wife, of the City

of Lawrence in the County of Douglas and State of Kansas
of the first part, and Anna L. Hutson

of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Seven hundred and eighty

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 part 2nd of the second part her 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 numbers One (1), Two (2) and Three (3) in Block number Two (2) and Lots numbers One (1) and Two (2) in Block number Three (3) all in Smith's Subdivision; also One-fourth (1/4) of an acre off the East side of North Three-Fourths (3/4) of East Two-fifths (2/5) of West Three-fourths (3/4) of South-east quarter (1/4) of Addition number Six (6) except the North One hundred and fifty (150) feet of said quarter acre deeded to Caroline Gray; also commencing at a point 85 feet West and 150 feet North of the South-east corner of the North-east quarter (1/4) of Section 30, Township 12, Range 20 East of the 6th P. M.; thence running West 80 feet; thence North 50 feet; thence East 80 feet; thence South 50 feet to place of beginning, being in Addition Six (6) as aforesaid, all in that part of the City of Lawrence known as North Lawrence, the latter is sometimes and otherwise described as Lot "E" in Smith's Subdivision of said Addition Six (6) and Addition Seven (7).

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 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 & eighty

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 part 2nd of the second part Payable three years after date with interest thereon according to

terms of said note

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 part 2nd of the second part her 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 sale 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 part 1st of the first part have hereunto set their hand s and seal s the day and year first above written.

Signed, sealed and delivered in presence of

Charles Whiteside (SEAL)

Jennie Watt

Harriet "X" Whiteside (SEAL)
her mark

STATE OF KANSAS,

COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 5th day of Sept

A. D. 1929 before me Jennie Watt

a Notary Public in and for said County and State,

came Charles Whiteside and Harriet Whiteside, his wife

to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

Legal Seal

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 30th

19 32

Jennie Watt

Notary Public.

RELEASE.

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

day of

A. D. 19

ATTEST:

For Original - See Book 77-6 pgs. 572

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