

## MORTGAGE RECORD 76

Reg. No. 867  
Fee Paid, \$ 7.50

FROM

Elmo E. White and Mary F. White his wife  
TO

The Merchants Loan and Savings Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 20 day of  
June A. D. 19 30 at 10:45 clock A.M.

Oliver E. Combs

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 19th day of June, in the year of our Lord, one thousand nine hundred and Thirty between

Elmo E. White and Mary F. White, his wife

of Lawrence in the County of Douglas and State of Kansas  
parties of the first part, and The Merchants Loan and Savings Bank

part y. of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Three Thousand and no/100 (\$3000.00) DOLLARS, to them duly paid, the receipt of  
which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part y. of the second part,  
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at a point in the North line of the Northeast Quarter (1/4) Section Twelve (12) Township  
Thirteen (13) Range Nineteen (19) Two hundred Forty two (242) feet East of the Northwest corner  
of the East Half (1/2) of the Northeast Quarter (1/4) of said Section Twelve (12); thence South and  
parallel to the West line of the East Half (1/2) of Northeast Quarter (1/4) of Section Twelve (12)  
Three hundred eighty (380) feet to an Iron pin; thence East and parallel to the North line of the  
Northeast Quarter (1/4) One hundred Twenty five and Fifty three hundredths (125.53) feet to an  
iron pin; thence North and parallel to the West line of the Northeast Quarter (1/4) Three hundred  
eighty (380) feet to the North line of the Northeast Quarter (1/4); thence West in and along the  
North line of the Northeast Quarter (1/4) One hundred Twenty five and Fifty three hundredths (125.53)  
feet more or less to the point of beginning, containing One (1) acre, exclusive of road, in  
Douglas County, Kansas.

As further consideration Mortgagee agrees not to sell the above described property during the  
term of the note for which this mortgage is given as security except with the consent of the  
mortgagee.

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 they are the lawful owners of the premises above granted, and  
seised 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 parties making lawful claim therein.

It is agreed between the parties hereto that the parties of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or  
assessed against said real estate when the same become due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum  
and by such insurance company as shall be specified and directed by the parties of the second part, the loss, if any, made payable to the parties of the second part to the extent of  
the interest. And in the event that said parties of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as  
herein provided, then the parties of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this  
indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Three Thousand and no/100 (\$3000.00)

DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 19th day of June 19 30  
and by the parties of the first part, the terms made payable to the parties of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or  
sums of money advanced by the said parties of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said  
parties of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any  
part thereof or any obligation created thereby, or interest thereon, or if the taxes on, and real estate are not paid when the same become due and payable, or if the mortgage is not kept  
up, as provided herein, or if the buildings on, and real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then the conveyance shall become  
absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately  
mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said parties of the second part

to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents  
and benefits accruing thereon; and to sell the premises hereby granted, or any part thereof, in the manner provided by law and out of all moneys arising from such sale to retain the  
amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the parties of the second part, on  
demand, to the parties of the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend  
and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

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

Elmo E. White (SEAL)

Mary F. White (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

BE IT REMEMBERED, That on this 20th day of June A. D. 19 30 before me, a

Notary Public in the aforesaid County and State, came

Elmo E. White and Mary F. White his wife

Legal Seal to me personally known to be the same person 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 on the 21st day of January 19 31

F. C. Whipple

Notary Public.

## RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of  
Deeds to enter the discharge of this mortgage of record. Dated this 20th day of July 1936

D. J. Lee

The Merchants Loan and Savings Bank  
By George Locking Vice PresidentBank Lawrence, Kansas  
Mortgagee. Owner.This Release  
is subject to a  
Mortgage of  
the same property20th  
July  
1936

H. J. Lee

Reg. of Deeds

D. J. Lee