

MORTGAGE RECORD No. 79

MORTGAGE

THIS INDENTURE, Made this 5th day of October, A. D. 1934 between H. Morton White and Josephine B. White of Shawnee County, in the State of Kansas of the first part, and Midland Coal Company of Jackson County, in the State of Missouri, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Fifteen Hundred twelve and 80/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said party of the second part, its heirs and assigns, all the following-described real estate, situated in Douglas County and State of Kansas, to wit:

The South West Quarter (SW¹/₄) of Section Thirty five (35), in Township eleven (11), South of range Seventeen (17), East, in the County of Douglas, and State of Kansas.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said H. Morton White and Josephine B. White have this day executed and delivered a certain promissory note in writing to said party of the second part, of which the following ___ copy:

\$1512.80

Topeka Kansas Oct 5th 1934

On September 1st 1933, we, the undersigned, jointly and severally, promise to pay to the order of MIDLAND COAL COMPANY, of KANSAS CITY, MISSOURI, the sum of Fifteen Hundred Twelve and 80/100 DOLLARS with interest at the rate of ten per cent (10%) per Annum after Maturity, herewith secured by a real estate mortgage.

The first named of the undersigned promises and agrees, to pay to the above named company, at their offices in Kansas City, the sum of Thirty Three and 33 1/3/100 Dollars (\$33.33 1/3) on Nov. 1st 1934 and to pay, thereon, on the First day of each month thereafter at their offices the sum of Thirty Three and 33 1/3/100 Dollars (\$33.33 1/3) until the full amount of this note shall have been paid in full, and the others of the undersigned, jointly and severally, guarantee that each and every payment will be promptly made and paid.

Upon the failure to make a payment as above described for the period of three consecutive months as herein agreed this note shall at the option of the holder become immediately due and payable for the full amount thereof less any unearned interest at the rate of 8% per annum. We each waive notice of dishonor in event of this note maturing and being unpaid in whole or in part, and agree, if suit is brought hereon, or placed in the hands of an attorney, we agree to pay attorney's fee equal to 10% of the principal hereof, which is hereby agreed to be a reasonable fee.

SIGNATURES: (Write in full)

- (1) H. Morton White
(2) Josephine B. White
(Wife)

ADDRESSES: (Give complete address)

1717 Buchanan
1717 Buchanan

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part, its heirs or assigns, said sum of money in the above-described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof and said party of the second part shall be entitled to the possession of said premises.

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

H. Morton White
Josephine B. White

State of Kansas, Shawnee County, ss.

BE IT REMEMBERED, That on this 5th day of October, A. D. 1934, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came H. Morton White and Josephine White (his wife) who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal, the day and year last above written.

Legal Seal
My Commission Expires Aug. 1, 1938

Lorin A. Dodge
Notary Public.

Recorded October 9th, A. D. 1934 at 9:15 A. M.

E. J. [Signature] Register of Deeds

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That the debt secured by Mortgage upon the following-described real estate property, situated in ___ in Douglas County, in the State of Kansas, to wit:

North Half of the Northwest Quarter of Section twenty-eight (28), Township Thirteen (13), South, Range Twenty (20), East of the Sixth Principal Meridian, except Railroad right of way, also except a parcel of land in the northeast corner of the northwest quarter described as follows: beginning at the northeast corner of said northwest quarter; south on east line of said quarter section 17 rods to the middle of the road as now travelled; thence with said road in a northwesterly direction to the middle of coal creek; thence down the middle of said creek to the north line of said quarter section, thence east on said north line to place of beginning, containing 5/9 of an acre, containing in the aggregate 76.87 acres

wherein Mary McClintock, a widow is grantors, and The Davis-Wellcome Mortgage Company are grantees, and dated May 11th, 1926, a copy of which is recorded in Volume 67, page 353, in the office of the Register

THE FOLLOWING IS ENDORSED ON THE ORIGINAL INSTRUMENT BY
\$1512.80
Received of H. Morton White and Josephine B. White the within named Mortgagees, the sum of Fifteen Hundred Twelve and 80/100 Dollars, in full satisfaction of the within Mortgage.
Attest
My Comm. Expires Aug. 1, 1938
Lorin A. Dodge
Notary Public