

This Indenture, Made this seventh day of November in the year of our Lord one thousand eight hundred and eighty nine between Louisa Kenick and A. M. Millen Kenick, her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and William R. Porter of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred and fifteen 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 Nos. 2 & 3 of the N.E. fractional quarter of Section 25, Township 12 N., Range 10 W., East of the 6th P.M. Except 15 acres in square form out of the S.E. corner thereof, also excepting a strip of land 54 ft. wide, being the right of way of the Lawrence and Osage R.R. Co. excepting 4 1/2 acres heretofore conveyed by deed to Joseph Harrison et al. Trustees for Drave and purpose also excepting 20 acres and right of way for road conveyed to William Gibson, Martin Adams, containing in all one hundred and five acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Louisa and A. M. Millen Kenick do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances excepting a prior mortgage given A. H. Henley for the loan of Twenty five hundred Dollars.

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred and fifteen Dollars

according to the terms of One certain Promissory Note this day executed and delivered by the said Parties of the first part to the said party of the second part and it is further agreed and understood that the party of the second is to accept any part of or all of the principal at any time after the date hereof and that interest is to be paid on such amounts as are paid

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, 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, appraisement hereby waived or not at the option of the party of the second part his executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs 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 the said Louisa and A. M. Millen Kenick 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 and delivered in presence of

Louisa Kenick (SEAL.)

A. M. Millen Kenick (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 7th day of November, A. D. 1889, before me, Harry Rankin, a Notary Public in and for said County and State, came Louisa and A. M. Millen Kenick, her husband 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires Nov 5th 1892. Harry Rankin Notary Public.

Recorded Nov 13 A. D. 1889, at 5³⁰ o'clock A. M.

James Brooks Register of Deeds.

The following is inclosed on the original instrument
The note herein described having been paid in full this mortgage is hereby released, and the
last hereby created discharged. As witness my hand this 22 day of November, A. D. 1893
James H. Porter Clerk A.M.

See page 24 and 25

The following is inclosed on the original instrument
The note herein described having been paid in full this mortgage is hereby released, and the
last hereby created discharged. As witness my hand this 14th day of June A. D. 1892
J. C. Rankin
Recorder June 28th 1892