

MORTGAGE RECORD

P. T. Foley, Blank Book Manufacturer, Lawrence, Kan.

This Indenture, Made this Twenty seventh day of December in the year of our Lord one thousand eight hundred and eighty nine between Horace H. Kenyon of Lawrence in the County of Douglas and State of Kansas of the first part, and Karah E. Luther of Lawrence Kansas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Eight hundred (\$800) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and mortgage to the said party 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: The north half of Park Lot No 901 Forty in the City of Lawrence in said County and State according to the plot of said City

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Horace H. Kenyon does hereby covenant and agree that at the delivery hereof he is 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 Eight hundred Dollars (\$800)

according to the terms of one certain promissory note this day executed and delivered by the said Horace H. Kenyon by his Attorney in fact to the said party of the second part; There being one note of Eight hundred dollars (\$800) time three years and six months with privilege of paying in monthly installments, with interest at six percent per annum payable monthly

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 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, appraisement hereby waived or not at the option of the party of the second part her 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 Horace H. Kenyon or his heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of
John Charlton
J. D. Kenyon

Horace H. Kenyon (SEAL.)
By James R. Kenyon (SEAL.)
his Attorney in fact (SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 28th day of December, A. D. 1889, before me, John Charlton a Notary Public in and for said County and State, came James R. Kenyon Attorney in fact for Horace H. Kenyon 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires August 22 1892. John Charlton Notary Public.
Recorded Dec 25 A. D. 1889, at 10 o'clock A. M.

James Brooker
Reg. Lat. of Deeds

The following is entered on the original instrument
In consideration of full payment of the mortgage mortgage
I hereby release the same this 28 day of December 1889
James Brooker
Recorded August 22 1892
Notary of Deeds

