

MORTGAGE RECORD

P. T. Foley, Book Book Manufacturer, Lawrence, Kans.

This Indenture, Made this second day of October in the year of our Lord one thousand eight hundred and eighty-ninety between Walter G. Kennedy unmarried of Sauvance in the County of Douglas and State of Kansas of the first part, and Wm. Crutchfield of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Three Hundred & 00/100 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 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: Sole Number One (1), Two (2), Three (3) Fourteen (14), Fifteen (15) and sixteen (16) in Block Five (2) South Sauvance in the City of Sauvance

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part do 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 Three Hundred & 00/100 Dollars

according to the terms of One certain promissory note this day executed and delivered by the said Walter G. Kennedy to the said party of the second part: payable Two (2) years from date at The Sauvance National Bank of Sauvance Okla. with interest at the rate of 2% per annum payable semi annually

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 part making such sale on demand to the said Walter G. Kennedy 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

Walter G. Kennedy (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 2 day of October, A. D. 1890, before me, Alfred Whitman, a Notary Public in and for said County and State, came Walter G. Kennedy unmarried

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 July 19 1891. Alfred Whitman Notary Public.

Recorded October 2nd A. D. 1890, at 2⁵⁵ o'clock P. M.

Josiah Brooks Reg. of Deeds

The foregoing mortgage was duly acknowledged by the mortgagor, Walter G. Kennedy, before me, a Notary Public in and for the County of Douglas, State of Kansas, on the 2nd day of October, 1890, at Sauvance, Kansas. Witness my hand and seal this 2nd day of October, 1890.