

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 14th day of May in the year of our Lord one thousand eight hundred and Ninety two between L. J. Kennedy and Manda C. Kennedy his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Hellie C. Woodward of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One thousand 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 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 South East Quarter of the South West Quarter of Section twenty three (23) of Township Thirtynine (39) Range Nineteen (19)

with — the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said do hereby covenant and agree, ^{that} at the delivery hereof 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 One thousand Dollars and interest thereon according to the terms of a certain mortgage note this day executed and delivered by the said L. J. Kennedy and Manda C. Kennedy to the said party of the second part:

and this conveyance shall be void if such payment be made as herein specified. But if default be made in said payment, or any part thereof, ^{as provided 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 moneys arising from such sale, to retain the amount then due for principal and interest, together with the costs and charges of making such sale, ^{and a reasonable attorney's fee for foreclosure} and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said L. J. Kennedy and Manda C. Kennedy their heirs or assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year above written.

Signed and delivered in presence of

L. J. Kennedy (SEAL)
Manda C. Kennedy (SEAL)
 (SEAL)
 (SEAL)

STATE OF KANSAS, }
Douglas County } ss.

On this 14th day of May, A. D. 1892, before me Walter L. Howe, a Notary Public in and for said County and State, came L. J. Kennedy and Manda C. Kennedy his wife to me personally

known to be the same persons who executed the above ^{as grantor} instrument, and duly acknowledged the execution of the same to be their voluntary act and deed.

In Witness Whereof, I have hereunto subscribed my name and affixed my 19th seal on the day and year last above written, commission expires Feb - 25 - 1895 Walter L. Howe Notary Public.

Recorded May - 19 A. D. 1892, at 3³⁰ o'clock P — M.

James B. No Register of Deeds

(For Release See Book 51 Page 403)