

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 11<sup>th</sup> day of September in the year of our Lord one thousand eight hundred and ninety two between M. L. Kennedy (unmarried) of Belvoir in the County of Douglas and State of Kansas of the first part, and William J. Towne of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two Hundred and fifty DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell, 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: The North Eighty (80) Acres of the West One Hundred Acres (100) of the Southeast quarter of Section Seven (7) Township Thirteen (13) Range Eighteen (18)

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 hereby covenant and agree, at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances

This grant is intended as a Mortgage to secure the payment of the sum of Two Hundred and fifty Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said M. L. Kennedy to the said party of the second part: payable three (3) years from date with privilege of paying in two (2) years, at the Lawrence Nat Bank of Lawrence Kansas, with interest at the rate of seven percent per annum payable annually from date 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 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 M. L. Kennedy 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

M. L. Kennedy (SEAL.)  
(SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 11<sup>th</sup> day of September, A. D. 1892, before me Alfred Whitman, a Notary Public in and for said County and State, came M. L. 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 January 17 1895 Alfred Whitman Notary Public.  
Recorded Sept 11 A. D. 1892, at 11 o'clock 30 M.

James Brooks Register of Deeds

The following is abstracted from original instrument  
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.  
At Witness my hand, this 24<sup>th</sup> day of March, A.D. 1893

William J. Towne  
By James Brooks Register of Deeds  
Recorded March 30, 1896. James Brooks Register of Deeds