

This Indenture, Made this 26 day of April in the year of our Lord, one thousand eight hundred and ninety two between Robert Kennedy and Julia Kennedy wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Green Keith of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Seventy one ⁰⁰/₁₀₀ 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: Lot No Twenty one (21) Addition No Eleven (11) in that part of the City of Lawrence formerly known as North Lawrence, with all the appurtenances, and all the estate title and interest of the said parties of the first part therein. And the said Robert Kennedy & Julia Kennedy do hereby covenant and agree that at the delivery hereof 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, except a mortgage to Caroline Luck for \$300. This Grant is intended as a Mortgage to secure the payment of the sum of Seventy one ⁰⁰/₁₀₀ Dollars according to the terms of one certain note this day executed and delivered by the said first parties to the said party of the second part, payable one year after date with interest at 8 per cent per annum, 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 money arising from such sales, to retain the amount then due for principal and interest together with the cost and charges of making such sales and the overplus if any thereof shall be paid by the party making such sale, on demand to the said Robert Kennedy his 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 & Delivered in Presence of
Witness to mark Julia Kennedy, S. D. Steele
State of Kansas
Douglas County, } ss.

Robert ^{tho} Kennedy (seal)
Julia ^{tho} Kennedy (seal)

Be it Remembered, That on this 26 day of April A.D. 1892, before me, S. D. Steele a Notary Public in and for said County and State came Julia Kennedy wife of Robert Kennedy to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

The following is indorsed on the original instrument.
Lawrence, Ks. Sept. 10th 1898: Received of Robert Kennedy the within
mored mortgage, the sum of full payment of the note secured by
the within mortgage and in full satisfaction of the within mortgage
Green Keith

Recorded September 11th 1898

Attest: S. D. Steele
Notary Public
for Kansas