

This Indenture, Made this Eleventh day of October in the year of our Lord one thousand eight hundred and ninety five between Thomas K. Kennedy and Emma J. Kennedy his wife of City of Laurie in the County of Douglas and State of Kansas of the first part, and J. R. Holloway of the second part,

Witnesseth, That the said part 1st 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 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 East quarter of Section Twenty five (25) in Township Thirtieth (30) Range Thirteenth (13) in said County and State containing One hundred and sixty (160) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they 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

This grant is intended as a Mortgage to secure the payment of the sum of One thousand dollars according to the terms of One certain Promissory Note this day executed and delivered by the said parties of the first part to the said party of the second part: payable on or before five years after date with annual interest thereon at seven per cent.

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 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 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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said parties of the first part their heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

Hugh Blair

Thomas K. Kennedy (SEAL)
Emma J. Kennedy (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 11th day of October, A. D. 1895, before me, Hugh Blair, a Notary Public in and for said County and State, came Thomas K. Kennedy and Emma J. Kennedy his wife 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 25 Dec 1897 Hugh Blair Notary Public.
Recorded Oct 11 A. D. 1895 at 12³⁰ o'clock P. M.

James Brooks Register of Deeds.

The following is endorsed on 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 twenty eighth day of February A.D. 1896.
 J. R. Holloway
 Recorded Feb 29, 1896. James Brooks Register of Deeds
 H. C. Camman Deputy