

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 14<sup>th</sup> day of June in the year of our Lord one thousand eight hundred and ninety seven between Seander J. Kennedy and Amanda C. Kennedy his wife of Wakarusa Township in the County of Douglas and State of Kansas of the first part, and H. Means of the second part,

**Witnesseth**, That the said parties of the first part in consideration of the sum of Two 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 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 South half of the South West quarter and the South Thirty nine and one half (39 1/2) Acres of the North West quarter of the South West quarter of Section Number Twenty three (23) in Township Number Thirteen (13) of Range Number Ninety (19) in said County and State containing by actual measurement 119 1/2 Acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Seander J. Kennedy and Amanda C. Kennedy 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 of every nature and kind whatsoever

This grant is intended as a Mortgage to secure the payment of the sum of Two Thousand Dollars according to the terms of one certain First Mortgage Note this day executed and delivered by the said parties of the first part to the said party of the second part: payable five years after date with interest at 10% per annum after maturity, but in the meantime and until maturity the interest is according to and represented by five coupons attached to said note. 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 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 parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of  
Chas J. Kennedy S. J. Kennedy (SEAL.)  
Amanda C. Kennedy (SEAL.)  
(SEAL.) (SEAL.)  
(SEAL.) (SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

**Be it Remembered**, That on this 16<sup>th</sup> day of June, A. D. 1897, before me, Hugh Blair a Notary Public in and for said County and State, came Seander J. Kennedy (written by him S. J. Kennedy) and Amanda C. Kennedy his wife to me personally known to be the same person s 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 28<sup>th</sup> Decr 1897 Hugh Blair Notary Public.  
Recorded June 16 A. D. 1897, at 3 o'clock P.M.

James Brooks  
Register of Deeds.

The following is abstract on its original instrument  
The said herein described having been paid in full this Mortgage  
is hereby released and do hereby certify, created and changed  
As witnesses my hand this 23<sup>rd</sup> day of October A.D. 1907  
At Public Trustee  
West Hugh Blair  
(Assigned Deed Book 35 Page 414)

Recorded October 23<sup>rd</sup> 1907  
H. Blair  
Register of Deeds