

**This Indenture**, Made this 27th day of September in the year of our Lord one thousand eight hundred and ninety 97 between Thos. H. Kennedy and his wife Emma J. Kennedy of Lawrence in the County of Douglas and State of Kansas of the first part, and M. A. Stoker of the second part,

**Witnesseth**, That the said parties of the first part in consideration of the sum of Seven hundred (\$700) 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 their 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 The North East quarter of Section twenty six (26) Township Thirteen (13) Range nineteen (19) and The West one half of the South one half of the South East quarter of the South West quarter of Section Twelve (12) Township fourteen (14) Range nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Thos. H. Kennedy do hereby covenant and agree that at the delivery hereof he is 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 Seven hundred dollars and interest thereon according to the terms of one certain note this day executed and delivered by the said Thos. H. Kennedy and Emma J. Kennedy to the said party of the second part: Payable five years after date to order of M. A. Stoker at Merchants National Bank Lawrence, Kansas with interest at the rate of seven percent 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 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 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 Thos. H. Kennedy heirs and assigns.

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

Signed and delivered in presence of

Thos. H. Kennedy (SEAL.)  
Emma J. Kennedy (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } SS.  
County of Douglas

**Be it Remembered**, That on this 25 day of September, A. D. 1897, before me, S. A. Steele, a Notary Public in and for said County and State, came Thos. H. 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 June 15, 1898 S. A. Steele Notary Public.  
Recorded Sept. 28 A. D. 1897, at 4 o'clock P. M.

James Brooks  
Register of Deeds.

*The following is indorsed on Original Indenture:  
The note herein described having been paid in full this mortgage is hereby released and the lien thereby created discharged.  
M. A. Stoker*

Recorded Nov. 18 (1897)

*James Brooks  
Register of Deeds*

(S. A. Steele)