

This Indenture, Made this Fifteenth day of July in the year of our Lord one thousand eight hundred and ninety eight between David G. Kennedy and Idella V. Kennedy wife of Vinland in the County of Douglas and State of Kansas of the first part, and Mary J. Bailey of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Six Hundred 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 part 2d of the second part her 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. Nine (9) Block No. One (1) in Vinland Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said David G. Kennedy and Idella V. Kennedy do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 Six Hundred Dollars

according to the terms of One certain note and six coupons this day executed and delivered by the said David G. Kennedy and Idella V. Kennedy to the said part 2d of the second part: her heirs or assigns

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 part 2d 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 part 2d 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 part 2d making such sale on demand to the said David G. Kennedy heirs and assigns.

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

Signed and delivered in presence of

David G. Kennedy (SEAL.)  
Idella V. Kennedy (SEAL.)  
\_\_\_\_\_  
\_\_\_\_\_  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas County } SS.

Be it Remembered, That on this 15<sup>th</sup> day of July, A. D. 1898, before me, \_\_\_\_\_, a Notary Public in and for said County and State, came David G. Kennedy and Idella V. Kennedy 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 Dec. 30 1899

Recorded July 15<sup>th</sup> A. D. 1898, at 4<sup>40</sup> o'clock P. M.

Joseph D. Liff Notary Public.  
L. B. Boorman Register of Deeds.

The following is endorsed on the original instrument  
was received of David G. Kennedy Jan'y 24<sup>th</sup> 1906.  
the within named mortgage. The State of Six hundred  
Dollars, in full satisfaction of the within mortgage.  
Mary J. Bailey.

Recorded Jan'y 25<sup>th</sup> 1906.  
A. W. Armstrong  
Register of Deeds