

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 5th day of May in the year of our Lord one thousand eight hundred and ninety nine between Thomas H. Kennedy and Emma J. Kennedy of Lawrence in the County of Douglas and State of Kansas of the first part, and Wm. Stoker of Cherokee, Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and mortgage to the said part y 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: The north east quarter of section Twenty-five (25) Township Thirteen (13) Range nineteen (subject to a mortgage of \$1,000 given to Mrs Geo. F. Ford dated Sep. 17, 1897) also 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 part y of the first part therein. And the said Thomas H. Kennedy and Emma J. 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 except as above set forth.

This grant is intended as a Mortgage to secure the payment of the sum of Eight hundred dollars according to the terms of one certain note this day executed and delivered by the said Parties of the first part to the said part y of the second part: due May 1st 1900 with interest at 8%.

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 y 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, appraisalment hereby waived or not at the option of the part y 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 y making such sale on demand to the said Thomas H. Kennedy and Emma J. Kennedy, their heirs and assigns.

In Witness Whereof, The said part y of the first part, ha ve 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.)

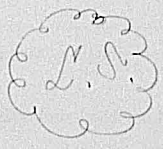
STATE OF KANSAS, } SS.
County of Douglas }

Be it Remembered, That on this 5th day of May, A. D. 1899, before me, H. E. Benson 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 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 Jan. 26th 1903 H. E. Benson Notary Public.
Recorded May 6th A. D. 1899, at 9:45 o'clock A.M.

L. A. Soxman Register of Deeds.



The following is enclosed on the original instrument.
The note herein described having been paid in full
this Mortgage is hereby released and the lien thereby
Created is discharged as witness my hand this first day of
May A.D. 1900.
M.A. Stoker
Recorded July 21st 1900
W. A. Montgomery,
Register of Deeds.