

REAL CO., LAWRENCE, KAN.

This Indenture, Made this 7th day of May in the year of our Lord one thousand eight hundred and ninety nine between S. D. Mc Kenzie and Ada A. Mc Kenzie his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Wm. Crutchfield of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Seventy five 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 parties 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 Lot No. one hundred four (104) and one hundred five (105) in Addition No. Two (2) in that part of the City of Lawrence, formerly known as North Lawrence, Kansas. The said parties of the first part agree to keep the said premises insured in favor of the said mortgage in the sum of not less than Three hundred dollars during the continuance of this loan in some insurance company satisfactory to said mortgage.

with all the appurtenances, and all the estate, title and interest of the said parties 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 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 Seventy five 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 parties of the second part: Due and payable one year after date according to the tenor of 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 parties 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 parties 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 cost and charges for making such sales, and the overplus, if any there be, shall be paid by the parties of the first part their 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

S. D. Mc Kenzie (SEAL)
Ada A. Mc Kenzie (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,
County of Douglas } SS.



Be it Remembered, That on this 7th day of May, A. D. 1899, before me, Corydon G. Lindley, a Notary Public in and for said county and State, came S. D. Mc Kenzie and Ada A. Mc Kenzie 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 December 17th 1900
Recorded May 8th A. D. 1899, at 3³⁰ o'clock P. M.

Corydon G. Lindley
Notary Public
W. A. Foxman
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 discharged. Witness my hand this 8 day of May - A. D. 1900.
Wm. Crutchfield
Recorded Nov. 9 - 1900
By W. A. Foxman Register of Deeds
Per Ellis B. Bowman - Deputy*