

MORTGAGE RECORD No. 40.

FIRST MORTGAGE - 1000 FOURTH BOOK 51, PAGE 576

The following is endorsed on the original instrument.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby charged is discharged.

As witness my hand this 10th day of April A. D. 1923

Attest: Caroline E. Brown

Recorded May 10 1923

Dea B. McLaughlin

Register of Deeds

This Indenture, Made this 28th day of December in the year of our Lord Nineteen Hundred and eight between Charles T. Kennedy and Norma M. Kennedy his wife (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and Wilder S. McLaughlin of the second part.

Witnesseth, That the part of the first part, in consideration of the sum of \$2500, Twenty-five hundred DOLLARS in hand paid, the receipt whereof is hereby acknowledged, have sold and by these presents do grant, bargain sell and convey to the said party of the second part, his heirs and assigns forever, the following tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit:

The West half of the South-east quarter of Section Twenty-three (23) in Township Thirteen (13) of Range Nineteen (19)

with the appurtenances and all the estate, title and interest of the said part of the first part therein. And the said part of the first part 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, that they have good right to sell and convey said premises, and that they will warrant and defend the same against the lawful claims of all persons.

This Grant is Intended as a Mortgage to secure the payment of the Sum of \$2500 Twenty-five hundred DOLLARS, and interest thereon, according to the terms of certain mortgage note and ten interest notes or coupons, this day executed by the said part of the first part, to wit:

Note No. 1, for Twenty-five hundred Dollars, due January 1st, 1924

Note No. 2, for Dollars, due 190

Note No. 3, for Dollars, due 190

1909, payable to Wilder S. McLaughlin or order, at the NATIONAL BANK, of New York City, in each year, according to coupons attached to said note. The parties of the first part further agree that they will pay all taxes and assessments upon the said premises before they shall become delinquent; and they will keep the buildings on said property, insured for \$ in some approved Insurance Company, payable, in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee as collateral security thereto.

Now, if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the part of the first part. But if default be made in the payment of said principal sum, or any part thereof, or of said taxes or assessments, as provided, or if default be made in the agreement to insure, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part; and in case of such default of any sum covenanted to be paid, for the period of ten days after the same becomes due, the said first part assigns interest at the rate of ten per cent. per annum, computed semi-annually on said principal note, from date thereof to the time when the money shall be actually paid, and any payments made on account of interest shall be credited in computation, so that the total amount of interest collected shall be and not exceed the legal rate of ten per cent. per annum; but the part of the second part may pay any unpaid taxes charged against said property, or insure said property if default be made in keeping up insurance, and may recover for all such payments with interest at ten per cent. per annum, in said property, or insure said property if default be made in keeping up insurance, and may recover for all such payments with interest at ten per cent. per annum, in any suit for foreclosure of this mortgage; and it shall be lawful for the party of the second part, in the manner prescribed by law, appraisal waived or not, at the option of the part at any time thereafter to sell the premises hereby granted, or any part thereof, to retain the amount of such sale, to retain the amount then due, or to become due, according to the conditions of this instrument, and interest at ten per cent. per annum, from the time of said default until paid, together with the costs and charges of making such sale, to be taxed as other costs in the suit.

IN WITNESS WHEREOF, The said part of the first part have hereunto set their hands and seals the day and year first above written.

Chas. T. Kennedy (SEAL)

Norma M. Kennedy (SEAL)

(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 28th day of December A. D. 1908, before me, a

Notary Public, in and for said County and State, came

Charles T. Kennedy and Norma M. Kennedy his wife personally known to be the same

persons described in, and who executed the foregoing mortgage, and duly acknowledged the execution thereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires June 23 1912 C. M. Mottley

Notary Public

Filed for Record the 28th day of Dec. A. D. 1908, at 4 o'clock P. M.

By Alice E. Armstrong, Deputy. W. L. Armstrong, Register of Deeds.

For Assignment Book 51, page 576