MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOURNAL Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this twenty eighth day of August in the year of our Lord, Nineteen hundred and two between David G. Kennedy Jr. and Adella Kennedy his wife and Walter Kennedy and Lizzie Kennedy his wife jointly of Vinland in the County of Douglas and State of Kansas, of the first part, and Charles S. Anderson of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Fifteen 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 party 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:

Beginning at the south west corner of the north west quarter of section Fifteen (15) in Township fourteen (14) Range twenty (20) thence north Forty chain (40) to north west corner of said quarter thence east along the north line to its intersection with the right of way of Santa Fe Rail Road nine chain (9) and eighty four links (84) thence south 20 degrees east Nineteen chain (19) and Fifty one links (51) to a point one chain (1) and eighty eight ½ links (88½) north of the south line of the north west quarter of the north west quarter, S 15 T 14 R 20 Douglas County Kansas, thence east ninety four ½ links (94½) to the right of way of the Santa Fe Rail Road, thence south 20 degrees east along said right of way Twenty three chain (23) and Nineteen ½ links (19½) to the south line of said quarter thence west on said south line Twenty five chain (25) and fifty seven links (57) to place of beginning containing seventy one acres, more or less, being all the land in the north west quarter of section Fifteen in Township fourteen, Range twenty in Douglas County Kansas, west of the Santa Fe Right of way.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said David G. Kennedy Jr. & Walter Kennedy and their wives 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

This Grant is intended as a Mortgage to secure the payment of the sum of Fifteen Hundred Dollars according to the terms of One certain Note this day executed and delivered by the said David G. Kennedy Jr. and Walter Kennedy and their wives to the said party of the second part Said note bears even date with this mortgage and is payable in five years or on any day the interest comes due, interest at 6 per cent payable semi-annually.

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 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; 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 of making such sales, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said David G. Kennedy Jr. & Walter Kennedy their heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

David G. Kennedy Jr. [SEAL.]
Adella Kennedy [SEAL.]
Walter Kennedy [SEAL.]
Lizzie Kennedy (seal)

The following is a correct copy of the original instrument
The note herein described and secured by said mortgage
is hereby released and the same satisfied in full this 5 day of September A.D. 1903.
As Witness my hand
C. Reeves Anderson

STATE OF KANSAS, County of Douglas } ss.

BE IT REMEMBERED, That on this day of August A. D. 1902, before me Joseph Sliff a Notary Public in and for said County and State, came David G. Kennedy & Adella Kennedy his wife and Walter Kennedy & Lizzie Kennedy his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

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 Jan. 4th 1904 — Joseph Sliff, Notary Public.

Filed for Record the 13th day of Sept A. D. 1902 at 1 o'clock P. M.

G. W. Spaman, Register of Deeds.
By Lillie B. Spaman, Deputy.

Recorded Sept 7th A.D. 1903
A. W. Wright
Register of Deeds
By J. L. Downing Deputy

The following is a correct copy of the original instrument
The note herein described and secured by said mortgage
is hereby released and the same satisfied in full this 5 day of September A.D. 1903.
As Witness my hand
C. Reeves Anderson

Recorded Sept 21st 1903