

MORTGAGE RECORD No. 42.

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

This Indenture, Made this twelfth day of April in the year of our Lord, Nineteen
hundred and four (1904), between Jane Fitzpatrick, widow of M. S. Fitzpatrick,
deceased, of the County of Douglas and State of Kansas, of the first part, and A. H. Kenney, of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of
Four Thousand (\$4000.) Dollars,
 to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents doth grant, bargain, sell and mortgage
 to the said part of 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:

The south west quarter of section No. sixteen (16), and the south east quarter of
section No. twenty (20) less the north two and one half (2 1/2) acres thereof,
also, begin at the north west corner of the south east quarter of section
No. sixteen, thence south on the quarter section line 40 rods, thence east
40 rods, thence north 40 rods, thence west 40 rods to beginning, containing
5 acres; All in Township No. Twelve (12) South, of Range No. Eighteen (18),
East of the 6th P.M. Also, an undivided one-half interest in and to
the following described land to wit: The south east quarter of section
No. twenty-one (21), and the south west quarter of section No. twenty-two
(22); All in Township No. Twelve (12), South, of Range No. Eighteen (18), East
of the 6th P.M.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said

Jane Fitzpatrick do hereby covenant and agree that
 at the delivery hereof she is 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 and that she will warrant and defend the same in the
 quiet and peaceable possession of the party of the second part his heirs and assigns forever against
 all persons lawfully claiming same. This Grant is intended as a Mortgage to secure the payment of the sum of
Four Thousand Dollars,

according to the terms of and certain Mortgage Note this day executed
 and delivered by the said party of the first part to the said part of of the second part

Due in five years from date hereof, with interest from date to maturity as evidenced by coupons attached
thereto, and interest after maturity or default at the rate of ten per cent per annum, until fully paid
in cash or by Sheriff's Deed to above described premises.
 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 of 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 part of of the first part her party of the first part, her
 heirs and assigns.

IN WITNESS WHEREOF, The said part of of the first part has hereunto set her hand, and seal, the day and year first above
 written. the Jane Fitzpatrick [SEAL]

Signed, Stated and Delivered in Presence of

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 12th day of April A. D. 1904, before me

the undersigned a Notary Public in and for said County and State, came
Jane Fitzpatrick, widow, M. S. Fitzpatrick, deceased,

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 subscribed my name and affixed my official seal on the day and
 year last above written.

My Commission Expires

Nov. 5 1905

James Brooks
 Notary Public.

Filed for Record the 11th day of April

A. D. 1904 at 4¹⁵ o'clock P.M.

W. W. Annis Register of Deeds.
 Deputy.

Original of Above in
 County of Douglas
 For Return per Book 41 Page 40