

MORTGAGE RECORD No. 42.

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

This Indenture, Made this Third day of November in the year of our Lord, nineteen
hundred and Four between Charles T. Kennedy and Norma Kennedy,
his wife, of the City Lawrence in the County of
Douglas and State of Kansas, of the first part, and Merchants Loan and Savings
Bank of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of
Eighteen 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 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 West half (1/2) of the South East quarter (1/4) of Section Twenty three
in Township Thirteen (13) South of Range Twelfth (12) East of the 6th P.M.
in Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part of 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 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
Eighteen 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 party of of the second part
Payable five years after date to each of party of second part at Merchants National
Bank, Lawrence, Kansas.

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 of the second part its 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 making such sale, on demand, to said Parties of the first part, their
heirs and assigns.

IN WITNESS WHEREOF, The said part of 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

Hugh Blair

Charles T. Kennedy [SEAL]

Norma Kennedy [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 3rd day of Nov. A. D. 1904, before me

Hugh Blair a Notary Public in and for said County and State, came

Charles T. Kennedy and Norma Kennedy, 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 subscribed my name and affixed my official seal on the day and
year last above written.

My Commission Expires 28th Dec. 1905

Hugh Blair Notary Public.

Filed for Record the 3rd day of Nov. A. D. 1904, at 5⁰⁰ o'clock P.M.

A. W. Armstrong Register of Deeds.
By Eric E. Armstrong Deputy.

The following is entered in the original instrument:
 We of herein do certify having been paid in full this mortgage is
 hereby released and the said policy is to be returned to the
 party who made same. This is at the City of Lawrence, Kas. on the 3rd day of
 Nov. 1904. Charles T. Kennedy and Norma Kennedy, his wife.
 Charles T. Kennedy, Notary Public for Douglas County, Kansas.

Recorded Dec. 28 - 1904.
 A. W. Armstrong, Reg. of Deeds.
 By Eric E. Armstrong, Dep.