

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 Lawrence in the County of
Douglas and State of Kansas, of the first part, and

Emily P. Armstrong of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of
Eight 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 part of the second part her 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 North West quarter (1/4) of the North east quarter (1/4) of Section 26 of Township
18 of Range 17 E. S. Beginning from (1/4) corner East of the North west
corner of said 1/4 and Section 26; thence South Two and 3/4 chains and
20 feet thence East Five (5) chains; thence North Two and 3/4 chains and
20 feet; thence West Five (5) chains to place of beginning One and 7/8 acres
more or less, School lot, in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 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

Eight 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 part of the second part
payable five years after date with interest thereon according to the terms of said
note and coupons thereto attached.

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 the second part her 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 the first part have hereunto set their hands and seals the day and year first above
 written.

Signed, Sealed and Delivered in Presence of

Jennie Watt

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

Jennie Watt 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 30th Nov. 1905

Jennie Watt Notary Public.

Filed for Record the 3rd day of Nov. A. D. 1904, at 5 o'clock P. M.

A. W. Armstrong Register of Deeds.

By Elie S. Armstrong Deputy.

Received 24-July-1906.
 All amounts paid, per J. Davis.
 P. Elie S. Armstrong, Reg.
 The following instrument was recorded in the office of the Register of Deeds, Douglas County, Kansas, on the 24th day of July, 1906.
 We more properly described having been given in full to my agent, being
 retained, and the same being recorded by me, J. Davis, on the 24th day of July, 1906.
 As witness my hand the 24th day of July, 1906.
 Elie S. Armstrong, Reg.