

MORTGAGE RECORD No. 42.

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

This Indenture, Made this 28th day of July in the year of our Lord,
Twenty hundred and five, between Thomas H. Kennedy and
Emma J. Kennedy, his wife, of Lawrence in the County of
Douglas and State of Kansas, of the first part, and Merchants Loan and
Savings Bank, of Lawrence, Kansas, a corporation, of the second part:
 Witnesseth, That the said parties of the first part, in consideration of the sum of
Two Thousand 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 of the second part its successors, 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-east quarter (NE 1/4) of section number twenty five (25) in
 Township number thirteen (13) of Range number nineteen (19) 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 Thomas H.
Kennedy and Emma J. Kennedy, his wife, do hereby covenant and agree that
 at the delivery hereof they are 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.

This Grant is intended as a Mortgage to secure the payment of the sum of
Two Thousand Dollars.
 according to the terms of one certain note this day executed
 and delivered by the said Thomas H. Kennedy, Emma J. Kennedy, his wife to the said part of of the second part

payable five years after date, with interest at 6% per annum

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 its successors 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 making such sale, on demand, to said parties of the first part.
 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, Stated and Delivered in Presence of

Thomas H. Kennedy. [SEAL]
Emma J. Kennedy. [SEAL]
 [SEAL]

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 28th day of July A. D. 1911, before me
W. F. March a Notary Public in and for said County and State, came
Thomas H. Kennedy and Emma J. 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 July 24th 1911 W. F. March Notary Public.

Filed for Record the 28th day of July A. D. 1911, at 11³⁵ o'clock A. M.
U. W. Armstrong Register of Deeds.
 Deputy.

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[SEAL.]

[SEAL.]

[SEAL.]

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Notary Public.

M.

Register of Deeds.

Deputy.

The following is a copy of the original mortgage instrument
 to the note herein referred to. It was filed in full this mortgage
 being released and the same hereby acknowledged as the
 10 day of March, 1911, at 11:35 A.M. Newmark, President of the
 Merchants Loan and Savings Bank of Lawrence, Kansas.

Recorded March 10 1911
 U. W. Armstrong
 Register of Deeds