

MORTGAGE RECORD No. 43.

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This Indenture, Made this Second day of January in the year of our Lord, one thousand and eight between Stephen H. Kennessey and Ophelia D. Kennessey his wife of Tecumseh in the County of Shawnee and State of Kansas, of the first part, and William Henry of Leecompton, Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Twelve Hundred (\$1200.00) Dollars, to thundrily 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 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 north west fractional quarter Sec. No. Six (6) Township No. Twelve (12) Range no eighteen (18) minus 15 acres taken from the N.E. of the said N.W. 4 of Section 6 Township 12 Range 18 also acres as follows, Beginning at E.W. corner of Sec 31 Township 11 South of Range 18 and 1/4 principal meridian Kansas being N. 62 rods on west line of said tract thence east 18 rods thence south to south line of said tract thence west on mid line to place of beginning with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Stephen H. Kennessey and wife do hereby covenant and agree that at the delivery hereof they being 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

Twelve hundred Dollars. according to the terms of one certain note this day executed and delivered by the said Stephen H. Kennessey & wife to the said part of of the second part due five years after date with int. at 7 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 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 making such sale, on demand, to said parties of the first part thence heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Stephen H. Kennessey [SEAL]  
Ophelia D. Kennessey [SEAL]

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 2nd day of January A. D. 1905, before me a Justice of the Peace a Notary Public in and for said County and State, came Stephen H. Kennessey & Ophelia D. Kennessey 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 \_\_\_\_\_

Thomas J. Custard Notary Public.

Filed for Record the 7 day of January A. D. 1905 at 11 o'clock A.M.

W. Armstrong Register of Deeds.  
Deputy.

(This document is subject to the original instrument.)  
There is herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 2nd day of January A. D. 1905.

Recorded July 1 1913  
W. H. McConnell Register of Deeds.  
W. H. McConnell Deputy.

The following is enforced on the original instrument.  
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.  
As witness my hand this 15th day of June A. D. 1926

Recorded June 23 1926  
W. H. McConnell Register of Deeds.  
W. H. McConnell Deputy.