

MORTGAGE RECORD No. 45.

215

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this first day of March in the year of our Lord one thousand and nine hundred, between Charles T. Kennedy & Norma M. Kennedy, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Samuel C. Osburn of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three Thousand Four 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 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: North Half of South Half, section twenty seven (27) township thirteen (13) range nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles T. Kennedy & Norma M. Kennedy 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 \$ 3400 ⁰⁰/₁₀₀ 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 the second part.

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 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 party making such sale, on demand, to said Charles T. Kennedy & Norma M. Kennedy heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

Charles T. Kennedy [SEAL]
Norma M. Kennedy [SEAL]

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 1st day of March A. D. 1909; before me, Eva L. Neville a Notary Public in and for said County and State, came Charles T. Kennedy and Norma M. Kennedy 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 October 14 1911. Eva L. Neville Notary Public.

Filed for Record the 2nd day of March A. D. 1909 at 2⁵⁵ o'clock P. M.
Flora L. Lawrence Register of Deeds.
Deputy.

For Release see Book 45 Page 380-