

MORTGAGE RECORD.

This Indenture, Made this 3rd day of June In the year of our Lord one thousand nine hundred eleven between Lucinda Kennedy, a widow

of Laurence C. H. Tucker in the County of Douglas and State of Kansas, of the first part, and

of the second part:

WITNESSETH, That the said part 4 of the first part, in consideration of the sum of Four Thousand and no/100 DOLLARS,

to her duly paid, the receipt of which is hereby acknowledged, has she sold, and by these presents do she grant, bargain, sell and mortgage to the said

part 4 of the second part, he 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 of the northeast quarter fractional of Section 1, Township 13, Range 20 East of the 6th Principal Meridian, less the right of way of the Kansas City, Topeka & Western R. R. Co.

with the appurtenances, and all the estate, title and interest of the said part 4 of the first part therein. And the said

Lucinda Kennedy do she

hereby covenant and agree that at the delivery hereof she 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, and that she will warrant and defend the same against all claims whatsoever. This grant is

intended as a Mortgage to secure the payment of the sum of Four Thousand DOLLARS,

according to the terms of one certain promissory note... this day executed by the said

Lucinda Kennedy

to the said part 4 of the second part; said note being given for the sum of

Four Thousand DOLLARS,

dated Laurence Maus June 3 1911, due and payable in five years from date

thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of 100 dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part 4 of the first part hereby agree... to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises

insured in favor of the said mortgagee, in the sum of 100 DOLLARS,

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part 4 of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note... and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part 4 of the second part, and all sums paid by the part 4 of the second part for insurance, shall be due and payable or not, at the option of the part 4 of the second part; and it shall be lawful for the part 4 of the second part, he executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner provided by law, and the proceeds thereof to be applied to the payment of the said note and interest thereon, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part 4 of the second part, he making such sale, on demand to the said Lucinda Kennedy he heirs and assigns.

IN TESTIMONY WHEREOF, The said part 4 of the first part ha she hereunto set her hand and seal... the day and year last above written.

Signed, sealed and delivered in presence of

A. F. Flinn Lucinda Kennedy [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 3rd day of June A. D. 1911, before me,

A. F. Flinn a Notary Public in and for said County and State, came

Lucinda Kennedy, a widow

to me personally known to be the same person... who executed the foregoing instrument of writing 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 April 10 1915

Filed for Record on the 3 day of June A. D. 1911 at 3:00 o'clock P.M.

Floyd L. Lawrence Register of Deeds.

Deputy.

Standard Form
Coupon Form
This mortgage is subject to the original instrument...
Recorded June 3rd 1911
Estelle M. Lawrence
Register of Deeds

This mortgage is subject to the original instrument...
Recorded June 3rd 1911
Estelle M. Lawrence
Register of Deeds

Recorded Oct 15 1911
Floyd L. Lawrence
Register of Deeds