

MORTGAGE RECORD.

This Indenture, Made this 23rd day of January in the year of our Lord one thousand nine hundred & thirteen between Albert P. Kennedy and Mary T. Kennedy, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Samuel Marks of the second part:

WITNESSETH, That the said part^{ies} of the first part, in consideration of the sum of Twenty Six hundred & no. 00 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he, he sold, and by these presents do grant, bargain, sell and mortgage to the said part^y 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 half (1/2) of Lot Twenty Six (26) Park in the City of Lawrence, said County and State

with the appurtenances, and all the estate, title and interest of the said part^{ies} of the first part therein. And the said Parties of the first part hereby covenant and agree that at the delivery hereof they are the lawful owner^s of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they 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 Twenty Six hundred & no. 00 DOLLARS, according to the terms of one certain promissory note this day executed by the said

Parties of the first part to the said part^y of the second part; said note being given for the sum of Twenty Six hundred & no. 00 DOLLARS, dated Lawrence, Kansas, Jan. 23, 1913 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 five coupons of 87.50 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^{ies} 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 Three Thousand 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^{ies} 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^y of the second part, and all sums paid by the part^y of the second part for insurance, shall be due and payable or not, at the option of the part^y of the second part; and it shall be lawful for the part^y of the second part, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not at the option of the part^y of the second part, his executors, administrators or assigns, 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^y making such sale, on demand to the said Parties of the first part, their heirs and assigns.

IN TESTIMONY WHEREOF, The said part^{ies} of the first part have hereunto set their hand and seal this day and year last above written.

Signed, sealed and delivered in presence of

E. H. Tucker

Albert P. Kennedy [SEAL]

Mary T. Kennedy [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 23rd day of Jan, A. D. 1913, before me,

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

Albert P. Kennedy and Mary T. Kennedy 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.

A. F. Linn Notary Public.

My Commission Expires April 10, 1915

Filed for Record on the 20 day of Jan, A. D. 1913, at 9 o'clock A. M.

Dwight L. Lawrence Register of Deeds.

Deputy.

Coupon Form
The note herein described having been paid in full, this certificate is hereby released and the same is hereby created discharged. As witness my hand and seal of office this 19th day of Dec 1916
Samuel Marks
By Sam Marks, attorney
in fact

Dec 18th 1916
Recorded
Regd of Lawrence
Rec. L. No. 1000

This instrument is returned on the original instrument and the same is hereby released and the same is hereby created discharged. As witness my hand and seal of office this 19th day of Dec 1916

Recorded - City of Lawrence - 1916