

## Mortgage Record.

This Indenture, Made this 16th day of June in the year of our Lord one thousand nine hundred and fourteen between Charles T. Kennedy and Norma M. Kennedy, his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and

Emily S. B. Hilton of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five Hundred DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have ve sold, and by these presents do grant, bargain, sell and mortgage to the said part y of the second part, her 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 (1/2) of the South-east quarter (1/4) of Section Twenty-three (23) in Township Thirteen (13) of Range Nineteen (19) in 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 do 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 the y 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 Five hundred DOLLARS,

according to the terms of One certain promissory note this day executed by the said Parties of the first part to the said party of the second part; said note being given for the sum of Five hundred DOLLARS, dated 16th June 1914, due and payable in Two year from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and Four coupons of Fifteen 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 said mortgagee, in the sum of Five hundred 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 of the second part of the second part, shall be due and payable by the part y of the second part, and all sums paid by the part y of the second part, shall be due and payable by the part y of the second part; and it shall be lawful for the second part her executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part y of the second part, her 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 heirs and assigns.

IN TESTIMONY WHEREOF, The said part ies of the first part have hereunto set their hand s and seal s the day and year last 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 16th day of JUNE A. D. 1914, before me, Hugh Blair, a Notary Public

in and for said County and State, came

(LS)

Charles T. Kennedy and Norma M. Kennedy, his wife

to me personally known to be the same person s 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.

Hugh Blair Notary Public.

My commission expires 28th Decr 1917

This instrument was filed for record on the 16th day of JUNE

1914 at 10 o'clock P.M.

By Ray L. Lawrence Register of Deeds,

Ray L. Lawrence Deputy.

The following is endorsed on the original instrument.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is hereby discharged.

As witness my hand this 18th day of May A. D. 1914

Emily S. B. Hilton  
Notary

Recorded May 19th 1914  
Ray L. Lawrence  
Register of Deeds