

THIS INDENTURE, Made this 1st day of December, in the year of our Lord, One Thousand Nine Hundred and sixteen, between Alex McCall, single man in the County of Douglas and State of Kansas of the first part, and Perkins & Company of Lawrence, Kansas, of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Forty Two Dollars to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and convey to the said party of the second part, its representatives or assigns forever, all of the tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit:

The North Thirty one and one-half (31½) feet of Lot Nine (9) all of Lot Ten (10) and the South eight and one-half (8½) feet of Lot Eleven (11) being all of said Lot Eleven (11) lying South of a Line drawn East and West through the center of the well in said Lot Eleven (11) all being in Block No. Forty (40) in the City of Icompton, Douglas Co., Kansas.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances, and all the estate, title and interest of the said party of the first part there-in forever.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Forty two Dollars, according to the terms of six notes of even date herewith, this day executed and delivered by the said party of the first part to the said party of the second part, payable at the Office of Perkins & Company, at Lawrence, as follows, to wit:

Seven Dollars on the first day of January 1917, Seven Dollars on the first day of February 1917, Seven Dollars on the first day of March 1917, Seven Dollars on the first day of April 1917, Seven Dollars on the first day of May 1917, Seven Dollars on the first day of June 1917, and this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or in any part thereof, or any interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute and the whole sum shall become due and payable at the option of the party of the second part, and the said party of the first part hereby authorize and fully empower the said party of the second part, its representatives 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; and out of the moneys arising from such sale, to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and any moneys advanced for the payment of taxes or other liens, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said party of the first part his heirs and assigns. Said party of the second part may, at its option, make any payments necessary to remove any outstanding title, lien or incumbrance on said premises other than herein stated, and sums so paid shall become a part of the principal debt and shall become a lien upon this real estate and be secured by this mortgage, and may be recovered with interest at the rate of ten per cent. per annum in any suit for foreclosure.

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

Alex McCall.

State of Kansas, Douglas County, SS.

BE IT REMEMBERED, That on this 11th day of Dec., A.D. 1916, before me, Chas. F. Oehrlé, a Notary Public in and for said County and State, came Alex McCall 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 Sept. 26th, 1917 (SEAL) Chas. F. Oehrlé, Notary Public.

Recorded Dec., 18th., A.D. 1916, at 10:42 o'clock A.M.

Ray Lawrence
Register of Deeds,
Geo. E. May Jr.
Deputy.

THIS INDENTURE, Made this 7th day of December A.D. 1916, between Albert R. Kennedy and Mary T. Kennedy, husband and wife of the County of Douglas and State of Kansas parties of the first part, and The Farmers State & Savings Bank, a corporation under the laws of the State of Kansas, located at Lawrence, Douglas County, Kansas, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three Thousand and no/100 Dollars, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the following described real estate, situate in the County of Douglas and State of Kansas, to-wit:

All of the North half (½) of Lot Twenty-six (26) Park, in the City of Lawrence, Kansas.

TO HAVE AND TO HOLD the same, with the appurtenances thereunto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors or assigns forever; and the said parties of the first part hereby covenant that at the delivery hereof they are lawfully seized of said premises and have good right to convey the same; that the said premises are free and clear of all incumbrances; and that they will Warrant and Defend the same against the lawful claims of all persons whomsoever.

PROVIDED, HOWEVER, That if the said parties of the first part, shall pay or cause to be paid to the said party of the second part, its successors or assigns the principal sum of Three Thousand and no/100 Dollars, on the 7th day of December A.D. 1921,

*The following is entered on the original instrument.
Chas. F. Oehrlé - having described herein the land in fact, this mortgage
is hereby released and the same hereby entered and discharged
to release my hand this 5th day of April A.D. 1920.
Chas. F. Oehrlé, Notary Public.*

Recorded - April 5th - 1922 -

Chas. F. Oehrlé
Notary Public
Registered Deeds

See Next Page for release