

MORTGAGE RECORD

This Indenture Made this 26th day of September in the year of our Lord one thousand nine hundred Sixteen, between

of Mary Keeny, a widow in the County of Douglas and State of Kansas, of the first part, and

E. J. Hilley

of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of

Three hundred 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 party 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:

Lot No. One hundred and two (102) on Pennsylvania Street, City of Lawrence,

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

Mary Keeny, a widow do hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises abovegranted 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

Three hundred DOLLARS,

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

Mary Keeny, a widow

to the said party of the second part, said note being given for the sum of

Three hundred DOLLARS,

dated September 26th 1916, due and payable in Five year, from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of

Five hundred DOLLARS,

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 party of the first part hereby agrees 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 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 of the second part, and

all sums paid by the part of the second part for insurance shall be due and payable or not, at the option of the party of the second part, and it shall be lawful for the part of the second part, her executors, administrators or assigns, at any time hereafter, 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 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 over-plus, if any there be, shall be paid

by the part of the second part, making such sale, on demand, to the said Mary Keeny, her heirs and assigns

IN TESTIMONY WHEREOF, The said party of the first part has hereunto set her hand and seal

the day and year last above written.

Signed, sealed and delivered in presence of

Mary Keeny (SEAL)

Mary Keeny (SEAL)

STATE OF KANSAS

Douglas County

BE IT REMEMBERED, That on this 26th day of September A. D. 1916

before me, the undersigned, a Notary Public

in and for said County and State, came

Mary Keeny, 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 June 17th 1919

This instrument was filed for record on the 30th day of Sept, A. D. 1916, at 8 o'clock A. M.

Raymond Lawrence

Register of Deeds.

By Geo. B. Hefner Deputy.

This mortgage is recorded on the original instrument. The mortgagee has been paid in full. The mortgage is hereby released and the original instrument is returned to the mortgagor. A. D. 1916.

August 10, 1918

E. J. Hilley

Assignment and Release of Mortgage