

MORTGAGE RECORD

This Indenture Made this 20th day of November in the year of our Lord one thousand nine hundred & Sixteen, between Mary Kenny, a widow of Wichita in the County of Sedgwick and State of Kansas, of the first part, and

Matkins National Bank of Lawrence, Kansas of the second part:
WITNESSETH, That the said party of the first part, in consideration of the sum of Thirty-one hundred & fifty DOLLARS to her duly paid, the receipt of which is hereby acknowledged, she sold, and by these presents do she grant, bargain, sell and mortgage to the said party of the second part, to her 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 Ten (10) Block Eight (8) Second Addition to the 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 Kenny do she 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 free, clear and 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 Thirty-one hundred & fifty DOLLARS, according to the terms of a certain promissory note this day executed by said Mary Kenny

to the said party of the second part; said note being given for the sum of Thirty-one hundred & fifty DOLLARS, dated November 20-1916, due and payable in three year 3 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of 110 2/100 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 party 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 Four 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 party of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be 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 party of the second part, and all sums paid by the party 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 party of the second part, its 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 party of the second part, its 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 party of the first part, making such sale, on demand, to the said Party of the first part, her heirs and assigns.

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

Signed, sealed and delivered in presence of

Mary Kenny (SEAL)
(SEAL)

STATE OF Kansas }
Pima County } ss.

BE IT REMEMBERED, That on this 27th day of November A. D. 1916 before me, Dry Cantrell, a Notary Public in and for said County and State, came Mary Kenny

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 24 1917.
This instrument was filed for record on the 11 day of Dec A. D. 1916, at 316 o'clock P.M.
Floyd Lawrence Notary Public.
By Geo. E. Nitzel Register of Deeds.
Deputy.

(The foregoing is deemed to be the original instrument.)

Through hereto described having been paid in full, this mortgage is hereby released and the same is hereby canceled and discharged. As witness my hand this 27th day of July A. D. 1917.

Wichita Falls Bank

By G. H. Jackson Cashier

(long seal)

Recorded July 7 1917

Robert D. Prather Register of Deeds