

# MORTGAGE RECORD

in the \_\_\_\_\_ between \_\_\_\_\_ of the first part, and \_\_\_\_\_ (parties) \_\_\_\_\_ of the second part: \_\_\_\_\_ of the sum of \_\_\_\_\_ DOLLARS \_\_\_\_\_ n, sell and mortgage \_\_\_\_\_ County of Douglas and \_\_\_\_\_ feet in \_\_\_\_\_ Range \_\_\_\_\_ of the \_\_\_\_\_ to the \_\_\_\_\_ (50) feet \_\_\_\_\_ hereby covenant and \_\_\_\_\_ estate of inheritance \_\_\_\_\_ his grant is intended \_\_\_\_\_ DOLLARS, \_\_\_\_\_ from date thereof, \_\_\_\_\_ and, as hereinafter \_\_\_\_\_ costs shall accrue on \_\_\_\_\_ DOLLARS, \_\_\_\_\_ penalties, interests and \_\_\_\_\_ and shall bear interest \_\_\_\_\_ assessed on said \_\_\_\_\_ and interest thereon, \_\_\_\_\_ the second part, \_\_\_\_\_ of the second \_\_\_\_\_ to sell the \_\_\_\_\_ of the \_\_\_\_\_ ten due to become \_\_\_\_\_ ere be, shall be paid \_\_\_\_\_ heirs and assigns \_\_\_\_\_ and seal \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL) \_\_\_\_\_ A. D. 1918 \_\_\_\_\_, a Notary Public \_\_\_\_\_ writing, and duly \_\_\_\_\_ and year last above \_\_\_\_\_ Notary Public \_\_\_\_\_ M. \_\_\_\_\_ Deputy.

Received June 18<sup>th</sup> 1923  
L. E. McIlwain - Clerk  
Register of Deeds

The following is endorsed on the original instrument:  
The said instrument having been paid in full, the mortgage is hereby released and the ten hereby created discharged.  
As witness my hand this 14<sup>th</sup> day of June, A. D. 1923  
L. E. McIlwain  
Register of Deeds

**This Indenture** Made this twenty first day of April in the year of our Lord one thousand nine hundred and eighteen, between Orvin Kennedy and Baulah Kennedy, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Harford Investment and Mortgage Company of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Fifteen Hundred (\$1500.00) DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part, its 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:

Sol number seven (7), Block Four (4) Haskell Place Addition to the city of Lawrence, Kansas.

with the appurtenances, and all the estate, title and interest of the said parties 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 owners 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 Fifteen Hundred (\$1500.00) DOLLARS,

according to the terms of one certain promissory note, this day executed by said parties of the first part

to the said party of the second part; said note being given for the sum of Fifteen Hundred (\$1500.00) DOLLARS,

dated April 21st 1918, due and payable in three years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of Forty five 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 parties 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 Fifteen Hundred (\$1500.00) DOLLARS,

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties 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 parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not, at the option of the parties of the second part; and it shall be lawful for the parties 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, appraisal hereby waived or not, at the option of the parties 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 parties of the first part making such sale, on demand, to the said parties of the first part, its heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year last above written.

Signed, sealed and delivered in presence of  
Baulah Kennedy (SEAL)  
Orvin Kennedy (SEAL)

STATE OF KANSAS }  
Douglas County ss.

BE IT REMEMBERED, That on this 21st day of Nov A. D. 1918, before me, the undersigned, a Notary Public in and for said County and State, came Orvin Kennedy and Baulah Kennedy, his wife who are to me personally known, to be the same persons 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 Apr 10 1921.  
This instrument was filed for record on the 2 day of November A. D. 1918, at 9:30 o'clock A.M.

Estelle Norchup Notary Public.  
Register of Deeds.  
By Jane Flora Deputy.