

MORTGAGE RECORD NO. 58

This Indenture, Made this Twenty Fourth day of February in the year of our Lord nineteen hundred nineteen (1919) between R. A. La Duke and Laura R. La Duke, husband and wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Frank R. Kennedy of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Two Thousand Seven Hundred Forty and no/100 (\$2740.00) 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 his 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 South half 1/2 of the South East Quarter 1/4 of Section Twenty Two (22) in Township Thirteen (13) Range Nineteen (19) containing 80 acres more or less

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said R. A. La Duke and Laura R. La Duke do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Twenty Seven Hundred Forty Dollars according to the terms of note certain note this day executed and delivered by the said R. A. La Duke and Laura R. La Duke to the said party of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment for any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part, his executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party of the first part making such sale, on demand, to said R. A. La Duke and Laura R. La Duke their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of Laura R. La Duke (SEAL) R. A. La Duke (SEAL)

STATE OF KANSAS, Douglas County ss.

BE IT REMEMBERED, That on this February day of February A. D. 1919, before me, Frank E. Banks a Notary Public in and for said County and State, came R. A. La Duke and Laura R. La Duke, husband and wife to me personally known to be the same person who executed the foregoing instrument, 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 November 8th 1922 Frank E. Banks Notary Public.

Filed for Record the 25 day of February A. D. 1919 at 4:22 o'clock P.M. Estelle Housharp Register of Deeds Ernest Elmer Deputy.

Recorded May 26th 1922
Catharine Phillips Duffie
Register of Deeds

There is no mortgage in the above instrument
The parties herein described have been paid in full, this mortgage is being released and
has been discharged, as witness my hand this 25th day of May, A. D. 1922.
Frank R. Kennedy