

MORTGAGE RECORD NO. 58

This Indenture, Made this 18 day of March in the year of our Lord nineteen hundred and nineteen, between Amanda E. Kennedy, widow of the City Lawrence in the County of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

WITNESSETH That the said party of the first part, in consideration of the sum of Fifteen hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, ha he sold, and by these presents do he grant, bargain, sell and mortgage to the said party of the second part he 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 West half (1/2) of the North half (1/2) of Lot number twenty-four (24) Park Street in the City of Lawrence, said County and State, and also an undivided one half (1/2) interest in the following described property, the South half (1/2) of the South west quarter (1/4) and South thirty-nine and one-half (39 1/2) acres of the North west quarter (1/4) of the South west quarter (1/4) of Section (33) in Township 13 N. of Range 13, and the South east quarter (1/4) of the South west quarter (1/4) of Section 14 in Township 14 N. of Range 13, said County and State, subject to the mortgage now on record against said farm land.

The mortgagee agrees to keep the buildings on premises insured against fire, lightning and wind storms to the extent of their insurable value, in a company approved of by the mortgagee, with mortgage clause attached making same payable to said mortgagee, or assigns, as interest may appear, and failing to see holder of mortgage may have same insured and the cost of same added to the mortgage, with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part do he hereby covenant and agree that at the delivery hereof she is 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 Fifteen hundred Dollars according to the terms of one certain note this day executed and delivered by the said party of the first part to the said party of the second part payable three years after date with interest thereon according to the terms of said note and coupons thereto attached 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, he 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 sales 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 making such sale, on demand, to said party of the first part her heirs and assigns.

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

Signed, Sealed and Delivered in the presence of Amanda E. Kennedy (SEAL) (SEAL) (SEAL)

STATE OF KANSAS, } ss. Douglas County

BE IT REMEMBERED, That on this 18 day of March A. D. 1919, before me, E. E. Lindley, Probate Judge a Notary Public in and for said County and State, came Amanda E. Kennedy, widow

(L.S.) 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 19 E. E. Lindley Notary Public. Filed for Record the 20 day of March A. D. 1919, at 4 55 o'clock P.M. Estelle D. Dinkins Register of Deeds James H. Hume Deputy.

In consideration of full payment of the within mortgage I hereby release the same this 8th day of March 1919

ATTEST: Estelle Dinkins Registered Deed.

PEOPLES STATE BANK