

The following is a true and correct copy of the original instrument
 for on line received, hereby assign 1/2 of the within mortgage and the debt secured thereby to David B. Kearney
 and 1/2 of the same to Charles B. Kearney Jan 14th 1897

Recorded Jan. 21, 1897 at 5:20 clock A. M.
 H. C. Bowman

Recorded in the Register of Deeds

the sum of One hundred and Fifty Dollars to him in hand paid, the receipt whereof is hereby acknowledged, does by these presents Grant, Bargain, Sell, and Convey, unto the said party of the second part his heirs and assigns all of the following described real estate situate in County of Douglas and State of Kansas, to wit:

The South Fifty (50) acres of the North One Hundred (100) acres of the North West quarter (41) of Section Two (2) in Township Twelve (12) South of Range Sixteen (16) East in the County and State aforesaid.

To have and to hold the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to his heirs and assigns, forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof he 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, and that he will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his heirs and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, Always, and these presents are upon the following covenants and conditions, to wit:

First That said party of the first part is justly indebted to the said second party in the sum of One hundred and Fifty Dollars according to the terms of a certain mortgage note of even date herewith, executed by said party of the first part in consideration of the actual loan of the sum of one said, and payable on the first day of December 1893 to the order of said second party, with interest thereon at the rate of eight per cent per annum, payable semi-annually on the first days of June and December in each year, according to the terms of interest ^{thereunto} attached, both principal and interest being payable at Bank of Boston Safe Deposit and Trust Company, Boston, Mass, and all said notes bearing twelve per cent interest after maturity.

Second. The party of the first part agree to pay all tax and assessments upon the said premises so far as they shall become delinquent, will keep all fences, buildings, and other improvements on said real estate in as good repair as they are at the date hereof, and permit no waste of any kind on said premises.

Third. It is agreed by said first party that the party of the second part may make any payment necessary to remove or extinguish any prior or outstanding title, lien, or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assess-

The following is inclosed in original instrument.
 The amount secured by this mortgage has been paid in full, and
 the same is hereby cancelled, this 6 day of February 1897.
 Fred. J. Howard