

be the same persons described in, and who executed the foregoing mortgage, and duly acknowledged the execution thereof.

In Witness Whereof, I have herunto subscribed my name and affixed my official seal on the day and year last above written.

(Seal)

D. L. Stoadley

Notary Public

My commission expires the 7th day of March A.D. 1892

Recorded Oct 26. 1889 at 12³³ o'clock P.M.

James Brooks
Register of Deeds.

This Indenture, Made this Twenty sixth day of October in the year of our Lord, one thousand eight hundred and eighty nine between Lucinda Kennedy and William J. Kennedy hus. of Lawrence in the County of Douglas and State of Kansas, of the first part, and D. H. Henly of Henry County Indiana of the second part:

Witnesseth That the said parties of the first part, in consideration of the sum of Three Thousand 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 East half (1/2) of North East quarter (1/4) of Section One (1) Township Thirteen (13) Range Twenty (20) containing Eighty Acres 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 the lawful owners of the premises above granted and conveyed 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 Three Thousand Dollars, according to the terms of one certain promissory note this day executed by the said Parties of First Part to the said party of the second part, said note being given for the sum of Three Thousand Dollars, dated Oct. 26th 1889 due and payable in two years with privilege of paying in one year from the date thereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached and this conveyance shall be void if such payments be made as in said note and coupons thereto attached, and as is 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 the said mortgagee, in the sum of Dollars, in some insurance

The following is endorsed on the original instrument
\$3000. May 21. 1891- Received of W. J. Kennedy the within named Mortgage
the sum of Three Thousand and no dollars in full satisfaction of
the within Mortgage

D. H. Henly

Recorded May 21st 1891

James Brooks
Register of Deeds