

This Indenture, Made this Fifteenth day of August in the year of our Lord one thousand eight hundred and ninety between Thomas A. Kennedy, and Emma J. Kennedy, his wife of Lawrence in the County of Douglas, and State of Kansas, of the first part, and Mary L. Lewis of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Five Hundred (\$500.00) 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, her 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 North East quarter, of section number twenty five (25) in Township number Thirteen (13) of Range number Nineteen (19) 160 acres more or less.

The conditions of this mortgage are, that if payment of the whole amount of the Note secured by this mortgage, is tendered at any yearly anniversary of the same, that payment shall be accepted, and release of this mortgage given, with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Thomas A. Kennedy and Emma J. Kennedy 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 Five Hundred Dollars according to the terms of one certain promissory note this day executed by the said Thomas A. and Emma J. Kennedy to the said party of the second part, said note being given for the sum of Five Hundred Dollars dated August 15th 1890, 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 coupons thereto attached. And this conveyance shall be void if such payment 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, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, 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, then this conveyance shall become absolute, and the whole

The following is indorsed on the original instrument
The note herein described, having been paid in full, this mortgage
is hereby released and the lien thereby created discharged.
As witness my hand, this 28 day of July A.D. 1893—
Mary L. Lewis

Recorded February 28 1895—
J. Allen Brooke, Register