

The following is endorsed on the original instrument -
I acknowledge payment in full of within mortgage which was recorded
-Dec. 15-1900- at 3:42 P.M. in Book 37 at page 531. I hereby authorize the
Register of Deeds to discharge the said of record. Dated this twenty-sixth day
of August - 1902 -

In consideration of full pay-
ment of the within mortgage
I hereby release the premises

Attest:

Riley P. Sigmund

Deputy Reg. of Deeds

..... 13th day of August - 1902

Mollie J. Hitchcock

Frances M. Hitchcock

Char. T. Kennedy

Recorded - Sept. 3-1902 - L. T. Norman

Register of Deeds

By Little Rock, Arkansas

Property

(This) indenture, made this 29th day of August in the year of our Lord 1900,
between Charles T. Kennedy of the County of Douglas and State of Kansas
of the first part, and Frances M. Hitchcock and Mollie J. Hitchcock of the
County of Douglas and State of Kansas of the second part, Witnesseth:
That the said party of the first part, for and in consideration of the
sum of six hundred and fifty dollars (\$650) dollars, to him in hand
paid by the said parties of the second part, the receipt whereof is hereby
acknowledged, has granted, bargained, sold, released and confirmed,
and by these presents, does grant, bargain, sell, release, and confirm unto
the said parties of the second part, their heirs and assigns, the following
described land, situated in the County of Douglas and State of Kansas
to-wit: The south 1/2 of the north 106 2/3 Acres of the S. 1/4 of Sec. 24 Twp.
13, Range 19, containing in all 53 1/3 acres more or less together with all
and singular, the hereditaments and appurtenances therunto belonging,
or in anywise appertaining, both in law and equity. To have and
to hold the said premises unto the said parties of the second part, and
their heirs and assigns forever. And the said party of the first part, for
six hundred fifty dollars and his heirs, executors, and administrators,
does covenant and agree to and with the said parties of the second part,
their heirs and assigns, that he is seized of the said premises as of a
good and indefeasible inheritance in law in fee simple, and that said
premises are clear of all liens, taxes, assessments and incumbrances
whatsoever. And the said party of the first part, the said premises
unto the said parties of the second part, and their heirs and assigns
against the claim or claims of all and every person whosoever,
and against all liens, taxes, assessments, exemptions, and incumbr-
ances whatsoever except a first mortgage of \$600 and a second
mortgage of \$150 does and will warrant and forever defend by these
presents. This grant is intended as a Mortgage to secure the payment
of the sum of \$650 six hundred and fifty dollars according to the
conditions of two certain promissory notes this day executed and
delivered by the said Charles T. Kennedy, party of the first part,
to the said F. M. Hitchcock, party of the second part, and this
conveyance shall be void if such payment be made as herein
specified - But if default be made in said payment, or any part
thereof, or the interest due thereon, or if the taxes and assessments
of every nature, which are by law made due and payable, are not
paid when the same become due, as above provided, then it shall
be lawful for the said parties of the second part, their executors, ad-
ministrators, or assigns, to sell the premises hereby granted, or cause
the same to be sold, with all the appurtenances, in the manner
prescribed by law, and out of the money arising from such sale
to retain the amount due for principal, interest, protest fees, and
damages for the same, with costs and charges of sale and \$1000
attorney fee, and the overplus, if any there be, shall be paid, on
demand, by the party making such sale to the said parties of
the first part their heirs or assigns. In testimony whereof, the party of
the first part to these presents has hereunto set his hand and seal