

The following is endorsed on the original instrument—
 We acknowledge payment in full of the within mortgage and hereby
 authorize the Register of Deeds to discharge the same of record. Dated
 this twenty-fifth day of August 1902—
 Witnesses to signatures,
 Chas. T. Kennedy,
 Chas. M. Hitchcock,
 Francis M. Hitchcock,
 Nellie F. Hitchcock.

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 whomever, and against all liens, taxes, assessments,
 exemptions, and incumbrances whatsoever except a first mortgage of
 \$600. and a second mortgage \$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, administra-
 tor, 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 moneys 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 \$400. attorney's fee, and the overplus, if any there be, shall
 be paid, on demand, by the party making such sale to the said
 party of the first part his heirs or assigns. In testimony whereof,
 the party of the first part to these presents has hereunto set his hand
 and seal the day and year first above written.

Chas. T. Kennedy (seal)

The State of Kansas, County of Douglas, S.S.

Be it remembered, that on this 29 day of August A.D. 1902 before the under-
 signed, a Notary Public in and for the County and State aforesaid,
 personally appeared Chas. T. Kennedy to me personally known to be
 the identical person whose name is affixed to the foregoing in-
 strument (duly stamped, as required by act of Congress) as grantor
 therein, and acknowledged the same to be his own voluntary act
 and deed. In testimony whereof, I have hereunto subscribed my
 name and affixed my official seal, on the day and year aforesaid.

Oscar J. Lane

Commission expires June 19th, 1903

Recorded Jan 12th, A.D. 1901, at 2nd o'clock, P.M.

Wm. D. Seward
 Register of Deeds

Recorded Sept. - 3rd - 1902 -

W. D. Seward,

Register of Deeds,

Wy. Billie B. Johnson,

Deputy.