

The following is noted on the original instrument herein noted
 For Value received I hereby sell and assign the within mortgage and the note and
 coupons secured by the same to Mary H. Woodward of Topeka, Kans. Dated this July 20th 1896
 E. C. Shultz

Recorded June 16th 1897 at 3 O'clock P. M.

James Brooks
 Register of Deeds

This Indenture made this twenty fourth day of September
 in the year of our Lord one thousand eight hundred and
 eighty three between Leander J. Kennedy and Amanda E.
 Kennedy his wife of Wakarusa Township Douglas County,
 Kansas of the first part and David L. Swain of the second part
 Witnesseth That the said parties of the first part for and
 in consideration of the sum of Five Hundred (\$500.00)

Dollars to them in hand paid by the said party of the
 second part the receipt whereof is hereby confessed and
 acknowledged have granted bargained sold and conveyed
 and by these presents do grant bargain sell and convey
 unto the said party of the second part and to his heirs and
 assigns forever all the following described piece and parcel
 of land lying and situate in the Township of Wakarusa
 County of Douglas and State of Kansas to wit:

The West half of the South West quarter of Section Twenty
 three (23) Township Thirteen (13) Range Nineteen (19) (See one
 half acre off north end heretofore sold to Sarah Shaw)
 To have and to hold the same with all and singular the
 hereditaments and appurtenances thereunto belonging unto
 the party of the second part and to his heirs and assigns
 forever. And the said Leander J. Kennedy, and Amanda E.
 Kennedy his wife 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 in the quiet and peaceable and possession of the said
 party of the second part his heirs and assigns forever against
 all persons lawfully claiming the same.

Provided Always and these presents are upon this express
 condition that whereas the said Leander J. Kennedy and
 Amanda E. Kennedy his wife are justly indebted unto the
 said David L. Swain in the principal sum of Five Hundred
 (\$500.00) Dollars lawful money of the United States of America
 being for a loan thereof on the day and date hereof made
 by the said David L. Swain to the said Leander J. Kennedy
 and Amanda E. Kennedy his wife and secured to be paid
 by a certain promissory note of the said Leander J. Kennedy
 and Amanda E. Kennedy his wife bearing even date herewith
 payable to the order of the said David L. Swain five years

(For Assignment See Book 31 Page 401)

(For Release See Book 31 Page 402)