

the said D. Kennedy does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Twelve Hundred Dollars according to the terms of a certain promissory note this day executed and delivered by the said D. Kennedy to the said 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 such payment or any part thereof or interest thereon or the taxes or if the insurance is not kept up thereon then this conveyance shall become absolute and the whole shall become due and payable and it shall be lawful for said party of the second part her executors administrators and assigns at any time thereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law appraisement hereby waived or not at the option of the party of the second part her executors administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due for principal and interest together with the costs and charges of making such sale and the surplus if any there be shall be paid by the party making such sale on demand to the said D. Kennedy his heirs and assigns.

In Witness Whereof The said party of the first part has hereunto set his hand and seal the day and year last above written.

Denis Kennedy 
Annie Kennedy 

State of Kansas, Kansas County.

Be it Remembered That on this day of May A. D. 1884 before me H. C. Benson a Notary Public in and for said County and State came D. Kennedy and Annie Kennedy his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same. In Witness Whereof I have hereunto