

This Indenture made this first day of March in the year of our Lord one thousand eight hundred and eighty one between Sarah A. Porter and Th. C. Porter her husband residents of Kanawaka Township in the County of Douglas and State of Kansas of the first part and Henry Limby of the City of Rochester in the State of New York of the second part:

Witnesseth that the said parties of the first part for and in consideration of the sum of Eight Hundred 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 of the following described pieces and parcels of land lying and situate in the Township of Kanawaka County of Douglas and State of Kansas, To wit: The north half of the South east quarter of Section No. Three (3) in Township No. Thirteen (13) South of Range No. Eighteen (18) east and the South half of the north east quarter of Section No. Three (3) in Township No. Thirteen (13) South of Range No. eighteen (18) east of the 2d Principal Meridian. To have and to hold the same with all and singular the hereditaments and appurtenances therunto belonging unto the party of the second part and to his heirs and assigns forever.

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and signed 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 possession of the said party of the second part his heirs and assigns against all persons lawfully claiming the same.

Provided Always, And these presents be upon this express condition that whereas the said parties of the first part are justly indebted unto the said Henry Limby in the principal sum of Eight hundred Dollars lawful money of the United States of America being for at loan thereof on the day and date hereof made by the said Henry Limby to the said parties of the first part and secured to be paid by one certain promissory note of the said Sarah A. and Th. C. Porter bearing even date herewith payable to the order of the said Henry Limby in five (5) years from the date thereof at the office of Biggs & Sinclair in the City of Lawrence and State of Kansas with interest at the rate of nine per cent. per annum from date until said principal sum is fully paid and interest to be paid annually on the first day of March in each and every year said several installments of interest being further specified by five interest notes or coupons or even date herewith attached to the said note and payable at said office of Biggs & Sinclair in the City of Lawrence, And in and by said promissory note it is agreed that if default be made in the payment of any one of the

The following is returned on the original indenture
known all men by these presents, That Henry Limby the Mortgagee herein named do hereby
acknowledge creation, ratification of the debt by him made and hereby confessing the validity of
said debt and hereby do declare that the same is a loan of money and not a purchase of land
and that the City of Rochester in Kansas County and State of New York has the right to foreclose
and to sell the same in the County of Douglas and State of Kansas and to convey the same
to the City of Rochester in Kansas County and State of New York and to its heirs and assigns forever.