

on this Tenth day of March A.D. 1881 before me a Notary Public in and for said County and State came David Henry and Jane Henry (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 subscribed my name and affixed my official seal on the day and year last above written.

Vernon L. Harris

Notary Public.

Douglas County, Kansas.



Commission expires Feb 6th 1884.

Recorded March 16th 1881 at 4³⁰ O'clock P.M.

A. J. Homrall
Register of Deeds

This Indenture, made this Twentieth day of March in the year of our Lord one thousand eight hundred and eighty one between J. Lewis Justice an unmarried man, of Lawrence in the County of Douglas and State of Kansas of the first part and Mrs Jane Proper of the same place of the second part:

Witnesseth that the said party of the first part in consideration of the sum of Five hundred Dollars to him duly paid the receipt of which is hereby acknowledged has sold and by these presents does grant bargain sell and mortgage to the said party of the second part her heirs and assigns forever all that tract or parcel of land situated in the County of Douglas and State of Kansas described as follows: to wit: Lot No. Seventy nine (11) on Connecticut Street in the City of Lawrence in said County and State according to the plat of said city on file in the office of the Register of Deeds of said County with the appurtenances and all the estate title and interest of the said party of the first part therein. And the said party of the first part has hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and receipt of a good and indisputable estate of inheritance therein free and clear of all incumbrances. This grant intended as a mortgage to secure the payment of the sum of Five hundred Dollars according to the terms of one certain promissory note of said day executed by the said J. Lewis Justice to the said party of the second part due and payable in sixty days after date bearing interest at ten per cent per annum from date until paid being part of the purchase money of said premises. 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

The following is intended, in the original instrument, to be a duly assigned transfer and set over to Thunders & Co. all my right title and interest in and to the within Mortgage.

Jane Proper
Recorded April 15, 1881 at 11 o'clock A.M.
A. J. Homrall
Register of Deeds