

for said County and State do hereby certify that on this 22nd day of February A.D. 1882 personally appeared before me Aloysius Bennett Esq. Kate Bennett husband and wife to me personally known to be the identical persons who executed and whose names are affixed to the foregoing mortgage as grantors and acknowledged the same to be their voluntary act and deed.

I was qualified as a Notary Public on the — day of — A.D. 18 — and my term of office as such expires on the 27th day of November A.D. 1882.

In Testimony Whereof I have hereunto set my hand and affixed my official seal on this day and year last above written.

(L.S.)

August L. Selig.

Notary Public.

Recorded February 22nd 1882 at 2³⁰ O'clock P.M.

A. H. Arnold
Register of Deeds.

This Indenture Bearer this sixteenth day of February in the year of our Lord one thousand eight hundred and eighty two between David Griffith a single man of Wakarusa in the County of Douglas and State of Kansas of the first part and The Lawrence & Plow Co. of the second part:

Witnesseth that the said party of the first part in consideration of the sum of One thousand and five Dollars to me duly paid the receipt of which is hereby acknowledged have sold and by these presents do grant bargain sell and mortgage to the said parties of the second part their heirs and assigns forever all my interest in that tract or parcel of land situated in the County of Douglas and State of Kansas described as follows to wit: The South Half (12) of the North-east quarter (11) of Section Twenty six (26) Township Thirteen (13) Range Twelve (12) with the appurtenances and all the estate title and interest of the said party of the first part therein. And the said party do hereby covenant and agree that at the delivery hereof 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 One thousand and five Dollars and interest according to the terms of two certain notes executed and delivered by the said Griffiths - Nov. 23 - 1881 - for 1000. to the said parties of the second part and Dec 7 - 1881 - for 600. to the said parties of the second part and this mortgage 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