

and expressly waived and released all rights claims benefits privileges and exemptions under any and all so called Homestead exemption Appraisement and stay laws.

In Testimony Whereof I have hereunto set my hand and affixed my official seal at my office in said County and State the day and year first above written.

Notary Commission expires February 8 - 1885.

P. B.

J. H. Rhythe
Notary Public.

Recorded October 27 - 1882 at 11³⁰ O'clock A. M.

A. H. Donald
Register of Deeds.

This Indenture Made this first day of September A. D. 1881 between Mary J. McCallough and Genas B. McCallough her husband of Douglas County in the State of Kansas of the first part and J. V. Smith of Shawnee County in the State of Kansas of the second part:

Witnesseth that said parties of the first part in the consideration of the sum of One Thousand Dollars the receipt of which is hereby acknowledged do by the presents grant bargain sell and convey unto said party of the second part his heirs and assigns all the following described real estate situated in the County of Douglas and State of Kansas to wit:

The North West Quarter of Lot No. Twenty-two (22) on Massachusetts Street in the City of Lawrence being twenty four feet and two inches front on Massachusetts Street and fifty eight and one half feet on Winthrop Street. To have and to hold the same together with all and singular the tenements hereditaments and appurtenances therunto belonging or in any wise appertaining forever:

Provided Always and these presents are upon this express condition that whereas said Mary J. McCallough and Genas B. McCallough have this day executed and delivered one certain promissory note in writing to said party of the second part for the sum of One Thousand Dollars bearing immediate herewith payable at the office of The Kansas Loan and Trust Company Topeka Kansas in equal installments of One Hundred Dollars each the first installment payable on the first day of March 1882 the second installment on the first day of September 1882 and one installment on the first days of March and September in each year thereafter until the entire sum is fully paid. And if default be made in the payment of any