

Be it Remembered, That on this day of , A.D. 1888 before me,
Chester E. Dallas a Notary Public in and for said County & State
came Joseph B. Rapp & Oliver Rapp husband & wife, who are to me
personally known to be the same persons who executed the
foregoing instrument, & duly acknowledged the execution of the
same.

In Witness whereof, I have hereunto set my hand & affixed my
official seal on the day & year last above written.

My Commission Expires Dec. 15 1890

Chester E. Dallas

Notary Public.

For value received I hereby sell & assign the within mortgage to
Horace J. Smith

Dated Feby 27, 1888

M. J. Nichols

Recorded Feby 29, 1888 at 3 o'clock P.M.

James Brook
Register of Deeds.

This Indenture, Made this twenty seventh day of February in the
year of our Lord one thousand eight hundred & eighty eight between
David K. Henry & Delia K. Henry, his wife (being of lawful age) of
the County of Douglas, & State of Kansas, of the first part, & Edward
Russell, Kawarnee, Kansas, of the second part,

Witnesseth, That the parties of the first part, in consideration of
the sum of Twenty three hundred dollars, to them in hand paid,
the receipt whereof is hereby acknowledged, have sold, & by these
presents do grant, bargain, sell & convey to the said party of the
second part his heirs & assigns forever, the following tract or
parcel of land situated in the County of Douglas & State of
Kansas, described as follows, to-wit:

The North west quarter of Section twenty four (24) in Township
twelve (12), & Range Seventeen (17) Said land being the legal
homestead of said parties of the first part with the appurtenances
and all the estate, title & interest of the said parties of the first
part therein. And the said parties of the first part do hereby cov-
enant & agree that at the delivery hereof they are the lawful owners
of the premises above granted & seized of a good & indefeasible estate of
inheritance therein, free & clear of all incumbrances; that they have
good right to sell & convey said premises, & that they will warrant &
defend the same against the lawful claim of all persons.

This Grant is intended as a mortgage to secure the payment of
the sum of Twenty three hundred dollars, & interest thereon, ac-
cording to the terms of two certain mortgage notes & 14 interest notes
or coupons, this day executed by the said David K. Henry & Delia

(Vol. 10, p. 107) (For further assignment see Book 10, p. 107)
 (See also Book 3, p. 107) (For further assignment see Book 3, p. 107)