

and affixed my official seal on the day and year last above written



Chester E. Dallas

Commission expires 15 day of Dec 1890

Recorded Dec 5th 1888 at 5³⁰ P. M.

James Brooks
Register of Deeds

This Indenture, Made this 1st day of December in the year of our Lord one thousand eight hundred and eighty-eight, between J. R. Floyd, a widower (being of lawful age) of the County of Douglas, and State of Kansas, of the first part, and Edward Russell, Lawrence Kansas, of the second part, Witnesseth, That the party of the first part, in consideration of the sum of Three hundred & eighty-five Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, has sold and by this presents does grant, bargain, sell and convey to the said party of the second part his heirs and assigns forever, the following tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit:

The North-west Quarter of the North-east Quarter of Section Ten (10) in Township Fifteen (15), of Range Nineteen (19) - being the Homestead of said party of the first part 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 does hereby covenant and agree that at the delivery hereof he is 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; that he has good right to sell and convey said premises, and that he will Warrant and 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 Three hundred & eighty-five Dollars, and interest thereon, according to the terms of one certain mortgage note and 3 interest notes or coupons, this day executed by the said J. R. Floyd to wit: Note No. 1 for Three hundred & eighty-five Dollars, due December 1st 1891 all dated December 1st 1888, payable to Russell and McCall or order, at the Importers and Dealers National Bank, New York City, N. Y., with interest payable annually on the first day of December in each year according to coupons attached to said note. The party of the first part further agree that he will pay all taxes and assessments upon the