

before me a Notary Public in and for said County and State came Julia N. Hofstad and Marting. Hofstad 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 set my hand and affixed my official seal on the day and year last above written.

F.B.

My Commission Expires April 25, 1891.
Recorded Aug 31, 1889 at 9th o'clock A.M.

John M. Newlin

Notary Public

James Brooks
Register of Deeds.

This Indenture Made this Thirty first day of August in the year of our Lord one thousand eight hundred and eighty nine between Julia N. Hofstad and Marting, Hofstad wife and hus of Lawrence in the County of Douglas and State of Kansas, of the first part, and Evan Davis of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three hundred and Fifty Dollars to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part his 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: Lots Nos One (1) and Two (2) in Block No Twelve (12) of Lane Place in the City of Lawrence Douglas Co. Kansas with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Parties of first Part do hereby covenant and agree that at the delivery hereof they the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever excepting one Mortgage for Six Hundred and Fifty Dollars. This Grant is intended as a Mortgage to secure the payment of the sum of Three hundred and Fifty Dollars, according to the terms of one certain promissory note this day executed by the said Parties of the first part to the said party of the second part. Said note being given for the sum of Three hundred and Fifty Dollars dated Aug 31st 1889 due and payable in Eighteen Months year from the date thereof with interest thereon from the date thereof until paid according to the terms of said note and coupons thereto attached. And

The following is extracted from the original instrument
\$350.00 February 23 1891 Received of Julia N. Hofstad & Marting
Hofstad who within named mortgage the sum of three hundred
fifty dollars in full satisfaction of the within mortgage
Evan Davis
Recorded February 26 1891
James Brooks
Register of Deeds