

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.



John M. Newlin

Notary Public

My Commission Expires April 25, 1891.

Recorded Aug 31, 1889 at 9<sup>45</sup> o'clock A.M.

James Brooks  
Register of Deeds.

This Indenture, Made this 22<sup>nd</sup> day of August A.D. 1889 between Emily Goetta as Guardian of the estate of James P. McDougal a minor of Lawrence in the County of Douglas and State of Kansas of the first part and Frank French of the second part.

Witnesseth, That said Emily Goetta guardian of the estate of the said James P. McDougal a minor by virtue of an order to mortgage, issued out of the Probate Court of Douglas County State of Kansas, dated the 30 day of July A.D. 1889 the real property hereinafter described has been mortgaged in conformity with said order as required by law and in accordance with the provisions of an act of the Legislature of the State of Kansas entitled an act concerning "Guardians and Wards" which took effect Oct 31<sup>st</sup> 1865 and (The said Emily Goetta and the said minor James P. McDougal each owning an undivided one half interest in the property hereinafter described) nowtherfore the said Emily Goetta as guardian of the estate of the said minor James P. McDougal party of the first part in consideration of the sum of One Hundred and fifty Dollars (\$150.00) to her as Guardian of the estate of the said Minor duly paid the receipt of which is hereby acknowledged have sold and by these presents does grant, bargain sell and mortgage to the said party of the second part, his heirs and assigns forever the undivided one half interest in all that tract or parcel of land situated in the County of Douglas and State of Kansas described as follows to wit: Lot number Thirty-three (33) Massachusetts Street in the City of Lawrence known as North Lawrence with the appurtenances and all the state 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.