

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

E. J. Banks

Geo. A. Banks

Notary Public

My Com^o expires Dec 12, 1892.

Recorded Sept. 25, 1894 at 11 o'clock A.M.

James Brooks

Register of Deeds

This Indenture, Made this 20th day of September A.D. 1888 between Thomas J. Custard and M. Sousa Custard of Douglas County, in the State of Kansas, of the first part and William Henry of Douglas County, in the State of Kansas, of the second part:

Witnesseth, That said parties of the first part, in consideration of the sum of Five hundred (\$500⁰⁰) Dollars, the receipt of which is hereby acknowledged, do by these 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 Douglas County and State of Kansas, to wit: The East One half of the North west Quarter (41) Section No. Fourteen (14) Township No. Twelve (12) Range No. Seventeen (17) West of N. E. Cor. of said 4th Sec. & 24th R. W. 24th R. N. 24th R. E. 24th R. to begin. Con. 3³/₄ A.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

Provided, Always, And these presents are upon this express condition, that whereas said Thomas J. Custard and M. Sousa Custard his wife have this day executed and delivered one certain promissory note in writing to said party of the second part, of which the following is a copy Big Springs Kansas January 1st 1890 we promise to pay to the order of William Henry Five hundred Dollars at value received with interest at eight per cent per annum after Jan 1st 1890 until paid.

Now, If said parties of the first part shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon according to the terms and tenor of the same then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed

The mortgage herein made and the money secured hereon have been paid in full and the mortgage is hereby cancelled and the debt thereby created is hereby discharged. As witness my hand this 21st day of January 1890

James Brooks
Register of Deeds