

being all performed this conveyance to be void, otherwise of full force and effect.

In witness whereof, the said parties of the first part have hereunto set their hand and seal this Eighteenth day of September A.D. 1889

Witnessed by

Benjamin Dutton

John H. Witbeck

seal

Lucy A. Witbeck

seal

State of Kansas

Osage County

Be it Remembered, that on this 30th day of September A.D. Eighteen hundred and Eighty nine before me a Notary Public in and for said County and State, came John H. Witbeck and Lucy A. Witbeck who are personally known to me as the same persons described in and who executed the foregoing mortgage, and duly acknowledged the execution of the same to be their voluntary act and deed.

In Testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.



Benjamin Dutton Notary Public

Notarial commission expires the 2nd day of July 1894

Recorded Nov. 27, 1889 at 7³⁰ o'clock A.M.

James Brooks
Register of Deeds.

This Indenture, Made this first day of November in the year of our Lord one thousand eight hundred and eighty nine between James Skagg and Sarah D. Skagg his wife being of lawful age of the County of Douglas and State of Kansas, of the first part, and Edward Russell of the same place of the second part,

Witnesseth That the parties of the first part, in consideration of the sum of Three hundred and fifty Dollars to them in hand paid, the receipt whereof is hereby acknowledged, have sold, and by these presents do 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 East twenty (20) acres of the South half of the North east quarter of Section Nine (9) and the South half of the North west quarter of Section Ten (10) in Township Fifteen (15) of Range Nineteen (19). Grantors herein reserve the right to pay the note hereby secured November 1st 1890 or May 1st 1891, with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances; that they have good right to sell and con-

The following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released and the instrument created discharged.
At witness my hand this 7th day of December, A.D. 1891
Wm. H. Myrick
Recorded December 11th 1891
James Brooks
Register of Deeds