

I, A. E. Saxey, a Notary Public in and for said County and State, do hereby certify that on this Third day of December A.D. 1889, personally appeared before me Lewis J. Eberhart and Fizzie J. Eberhart his wife to me personally known to be the identical persons who executed and whose names are affixed to the foregoing mortgage as grantors, and acknowledged the execution of the same to be their voluntary act and deed.

I was qualified as a Notary Public on the 17th day of May A.D. 1886 and my term of office as such expires on the 17th day of May A.D. 1890.

In Testimony Whereof I have hereunto set my hand and affixed my official seal on the day and year last above written.



A. E. Saxey

Notary Public

Recorded Dec 4, 1889 at 10³⁰ o'clock A.M.

James Brooks
Register of Deeds.

This Indenture, Made this second day of December in the year of our Lord, one thousand eight hundred and eighty nine by and between J. L. Crew and Josephine L. Crew husband and wife of the County of Douglas and State of Kansas of the first part, and The Western Farm Mortgage Trust Company of Lawrence Kansas party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of Twenty Five Hundred Dollars to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, Bargained and sold, and by these presents does grant, Bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all of the following described tract, piece, or parcel of land lying and situate in the County of Douglas and State of Kansas, to wit: The South half of Lot Fifty (50) on Vermont Street in the City of Lawrence

To have and to hold the same, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining and all rights of homestead exemption unto the said party of the second part and to his heirs and assigns forever. 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 encumbrances and that he will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, his heirs and assigns forever, against the lawful claims of all persons whom-

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