

in the suit.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Attest to mark.

R. Y. Jamison

Larrah Radcliffe

State of Kansas,

County of Douglas } ss.

Be it remembered, that on this Eighth day of Sept A.D. 1891 before me a Notary Public in and for said County and State, came Charles Vitt and Mary C. Vitt to me personally known to be the same persons described in, and who executed the foregoing mortgage, and duly acknowledged the execution thereof.

In Witness Whereof, I have hereunto subscribed my name and affixed my Official Seal on the day and year last above written.

My commission expires the 28 day of Feby A.D. 1894.
Recorded Sept 9. 1891 at 2 o'clock P.M.

R. Y. Jamison

Notary Public

James B. B. B.

Register of Deeds

This Indenture, Made this 8th day of September, in the year of our Lord one thousand eight hundred and ninety one, between Charles Vitt and Mary C. Vitt his wife being of lawful age, of the County of Douglas, and State of Kansas, of the first part and Wilder S. Mitchell of Lawrence Kansas of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of Twenty seven and ³³/₁₀₀ 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 tractor parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to wit: The West half of the Northeast quarter of Section Twelve (12) in Township Fourteen (14) of Range Twenty (20) 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, that they have good right to sell and convey said premises, subject however to a prior mortgage of \$350.00 of this date, made to Edward Russell, also a prior mortgage for \$360.00.