

and further that he will Warrant and Defend the same against all claims or claims of all persons whomsoever Provided nevertheless That if the said Horace F. Tussey shall pay or cause to be paid his two promissory notes of even date herewith one for the sum of one hundred dollars payable one year after date and the other for the sum of one hundred and fifty dollars payable two years after date both of said notes are made payable to P. R. Portney or order and both bear interest at the rate of eight per cent per annum said notes are given for the balance of the purchase money for the aforesaid property then these presents shall be void

In Witness Whereof The said Horace F. Tussey has hereunto set his hand and seal this 14th day of May in the year of our Lord one thousand eight hundred and eighty three

Horace F. Tussey (Seal)

The State of Kansas County of Douglas ss.

Be it Remembered That on this 14th day of May in the year of our Lord one thousand eight hundred and eighty three before me the subscriber a notary public personally came Horace F. Tussey the grantor in the foregoing mortgage deed and acknowledged the signing and sealing thereof to be his voluntary act and deed for the uses and purposes therein mentioned

In Testimony Whereof I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid

H. E. Benson

G. L.

Notary Public

Comm. Expires Jan. 20/87

Recorded May 16th. 1883 at 12 o'clock M.

H. H. Arnold
Register of Deeds