

Frank L. Sinclair his wife + Wm D. Sinclair as attorney in fact for Mary J. Smith who are personally known to me to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

(L.S.)

W. A. Harris

Notary Public

My commission expires June 1st 1886.

Recorded December 24th 1884 at 1³⁰ O'clock P.M.

A. J. Hornold

Register of Deeds.

This Indenture made this 28 day of April, in the year of our Lord one thousand eight hundred and eighty three between Dallas J. Smith of and in the County of Douglas and State of Kansas of the first part and Priscilla L. Griffith of the second part;

Witnesseth-That the said party of the first part in consideration of the sum of Three Hundred Dollars to him duly paid the receipt of which is hereby acknowledged has sold and by these presents does grant bargain sell and mortgage to the said party of the second part her heirs and assigns forever all that tract or parcel of land situated in the County of Douglas and State of Kansas described as follows to wit:

West half of North four acres of South twelve acres of West thirty eight acres of South East quarter Section Six (6) Township Thirteen (13) Range Twenty East with the appurtenances and all the estate title and interest of the said party of the first part therein. And the said Dallas J. Smith does hereby warrant and agree that at the delivery hereof he is the lawful owner of the premises above granted and seised of a good and indefeasible estate of inheritance therein and will warrant and defend the same and that the same is free and clear of all incumbrances.

This Grant is intended as a mortgage to secure the payment of the sum of Three Hundred dollars as purchase money of above described tract according to the terms of three certain notes this day executed and delivered by the said Dallas J. Smith to the said party of the second part and this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment or any part thereof or interest thereon