

This indenture, made this 20th day of September in the year of our Lord one thousand eight hundred and eighty six between Newton J. Fluke and Emma C. Fluke husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Mary F. Lewis of New York of the second part:

Witnesseth, that the said parties of the first part, in consideration of the sum of Eighteen Hundred Dollars to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do 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:

Begin fifteen (15) feet west of the North East corner of the South West quarter of section six (6) Township Thirteen (13) Range Twenty (20): thence south Forty (40) Rods: thence West Twenty (20) Rods: thence North Forty (40) Rods: thence east Twenty (20) Rods to place of beginning, with the appurtenances, and all the estate, title and interest of the said parties of the first part therein.

And the said Newton J. Fluke and Emma C. Fluke his wife do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of the same and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of the sum of Eighteen Hundred Dollars three years after date with interest payable annually at the rate of eight percent per annum according to the terms of one certain promissory note this day executed and delivered by the said Newton J. Fluke and Emma C. Fluke 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, or the taxes, or if the insurance is not kept up thereon, for the benefit of said mortgagees as her interest may appear, then this conveyance shall become absolute, and the whole shall become due and payable, and it shall be lawful for the said party of the second part, her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, her executors, administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus

The following is indorsed on Original Instrument:
In consideration of full payment of the within mortgage
Sheweth, that the said this 3 day of January, 1898.

Mary F. Lewis By Allen Lewis her Attorney in fact

Recorded Jan. 31 1898

(For Release see Book 489 p. 577)

James Brooks

Register