

voluntary act and deed for the uses and purposes therein expressed.
Whereof, Witness my hand and official seal, this the day and year last above
written.

Notary Commission Expires May 14th 1894.

L. B.

J. H. Noble Notary Public

Recorded Oct. 31. 1890 at 5²⁰ o'clock P. M.

James Brooks
Register of Deeds.

This Indenture, Made this third day of November in the year of our Lord
one thousand eight hundred and ninety between E. W. Flory and Eliza
Flory, husband and wife (being of lawful age) of the County of Douglas
and State of Kansas, of the first part, and Robert Owens of the same
place of the second part,

Witnesseth, That the parties of the first part, in consideration of the sum
of Eight Hundred and seventy five 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 tracts or parcels of land situated
in the County of Douglas and State of Kansas, described as follows, to wit:
The East half of the South East Quarter: The South West quarter of said
South East Quarter and the East ten (10) acres of the North West quarter
of the said South East Quarter all in Section No. Five (5) in Township
No. Fourteen (14) of Range No. Nineteen (19)

It is understood that there is a prior mortgage on one hundred and twenty
acres of this land for \$500 - made to Edward Russell and recorded in
Book 22 at Page 206 - 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 free and
clear of all incumbrances; that they have good right to sell and convey
said premises, and that they will Warrant and Defend the same against
the lawful claim of all persons except as above.

This Grant is intended as a Mortgage to secure the payment of the sum
of Eight Hundred seventy five Dollars, and interest thereon, according to
the terms of one certain mortgage note and ten interest notes or cou-
pons, this day executed by the said Parties of the first part, to wit:

The following is indorsed on the Original Indentment.