

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this Sixth day of September in the year of our Lord one thousand eight hundred and ninety two between Preston Flora and Lucie A. Flora his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and Joseph S. Schuebly of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two thousand 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 his 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: Beginning at the South East corner of Lot number Forty four 111 on Eighth Street in Baldwin City, thence running North twenty two 22 feet and ten 10 inches, thence West One hundred and forty two 112 feet to the alley, thence South twenty two 22 feet and ten 10 inches thence East to the place of beginning.

with all 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

This grant is intended as a Mortgage to secure the payment of the sum of Two thousand Dollars according to the terms of ten (10) certain promissory notes this day executed and delivered by the said Preston Flora and Lucie A. Flora to the said party of the second part: Said notes being for \$200 each and due and payable on Sept 15 1893, Sept 15 1894, Sept 15 1895, Sept 15 1896, Sept 15 1897, Sept 15 1898, Sept 15 1899, Sept 15 1900, Sept 15 1901, Sept 15 1902, and each drawing interest from date at the rate of 7% per annum interest payable annually and this conveyance shall be void if such payments 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, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part his 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 his executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said parties of the first part or their heirs and assigns.

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

Signed and delivered in presence of

O. E. Becks

Preston Flora
Lucie A. Flora

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 6 day of September, A. D. 1892, before me O. E. Becks a Notary Public in and for said County and State, came Preston Flora and Lucie A. Flora his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

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

My commission expires Sept 26 1895

Recorded Sept 21 A. D. 1892, at 9:30 o'clock M.

O. E. Becks

Notary Public.

James Brooks
Register of Deeds.

The following is indorsed on the original instrument
\$100000 Baldwin Stars, Sept 14 1890. Received of Preston Flora
showing amount Mortgage on the sum of \$2000 and interest
in full satisfaction of the within Mortgage
Witness my hand and seal this 21st day of September 1892
J. S. Schuebly
Recorded Oct 25 1892
J. S. Schuebly