

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 21 day of February in the year of our Lord one thousand eight hundred and ninety three between Ezra Arnold and Rosetta Arnold his wife of Bond in the County of Douglas and State of Kansas of the first part, and C. H. Flory of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One 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 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 a stone in the center of the intersection of Roads Numbered 175 and 770 (which point of beginning is more particularly described as follows to-wit: Starting at the South East corner of the North East quarter of Section No. One (1) Township No. Fourteen (14) Range No. Eighteen (18) running thence North along the East line of said Section One (1) Township Fourteen (14) Range Eighteen (18) Fifteen hundred (1500) feet thence East on a true line Two hundred and fifty three and four fourth feet (253 3/4) thence South 5° East Five hundred ninety feet (590) to a stone in the center of Road No. 175 thence South 67° 10' West Two hundred eighty four feet (284) thence East Five hundred ninety feet (590) to a point in the center of Road No. 770 thence North 66° 10' East along the center line of said Road No. 770 to the place of beginning, containing in all four (4) acres, more or less. 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 One hundred Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said Parties of the first part to the said party of the second part: Payable at The Merchants National Bank, Lawrence Kansas July 1st 1894 with 8 per cent interest thereon from date payable semi 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 their heirs and assigns.

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

Signed and delivered in presence of

Ezra Arnold (SEAL.)
Rosetta Arnold (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 3 day of April, A. D. 1893, before me Justice of the Peace Notary Public in and for said County and State, came Ezra Arnold and Rosetta Arnold 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 189Recorded Aug 8 A. D. 1894, at 11 o'clock A. M.J. C. G.

James Brooks
Register of Deeds.

The following is endorsed on the original instrument
The note heretofore described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
As witness my hand, this 2d day of October, A.D. 1893 -
C. H. Flory

Recorded October 3rd 1893
James Brooks
Register of Deeds