

East Twenty (20) rods, thence due South three (3) rods, thence in a South easterly direction to the South east corner of said quarter section to the place of beginning, all of said land lying and being in the aforesaid County of Douglas.

To Have and to Hold the same, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining unto the said party of the second part, his heirs and assigns forever.

Provided Always, and these presents are upon this express condition, that whereas the said George H. Flory and Rebecca E. Flory his wife have this day executed and delivered their certain promissory note in writing, to said party of the second part, of which the following is a true copy.

#800⁰⁰

Lawrence Kansas July 1st 1895

Three years after date for Value received we promise to pay to the order of William J. Evans at the Douglas County Bank, Eight Hundred dollars with 7 per cent interest per annum from date, Payable Semi annually
Due July 1st 1898.

George H. Flory

Rebecca E. Flory

Now if said parties of the first part shall pay, or cause to be paid, to said party of the second part his heirs or assigns, the said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same; and pay all taxes and assessments of every nature, which are or may be assessed and levied against said premises, or any part thereof, then these presents shall wholly be discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments aforesaid are not paid when the same are by law made due and payable, then and upon default of these provisions and covenants, or any or either of them, the whole of said sum or sums, and interest thereon, shall and by these presents does become due and payable, and said party of the second part shall be entitled to the possession of said premises. And all and every sum and sums herein made payable by said parties of the first part, remaining unpaid, shall be included in and operate as a part of the judgment upon foreclosure of this mortgage.

Appraisement Waived.

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

George H. Flory

Rebecca E. Flory

State of Kansas }
Douglas County } ss.

Be it Remembered, That on this first day of July A.D. 1895 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came