

This Indenture, Made this 31st day of August in the year of our Lord one thousand eight hundred and ninety five between Scott Floyd and Melvina Floyd his wife of Eudora in the County of Douglas and State of Kansas of the first part, and Adolph Lotz Jr. of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of One Hundred and Fifty 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 part of the second part 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: Lots number six (6) seven (7) fourteen (14) and fifteen (15) in Block number One Hundred and Seventy (170) in the city of Eudora, according to the Plat of said city

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Scott Floyd and Melvina Floyd do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances except a mortgage of \$175. given to C. F. Hill

This grant is intended as a Mortgage to secure the payment of the sum of One Hundred and Fifty Dollars according to the terms of a certain promissory note this day executed and delivered by the said Scott Floyd and Melvina Floyd to the said part of the second part:

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 part 1st 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 for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Scott Floyd and Melvina Floyd their heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hands and seal the day and year first above written.

Signed and delivered in presence of

Scott Floyd (SEAL.)
Melvina Floyd (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 31st day of August, A. D. 1895, before me, C. F. Richards, a Notary Public in and for said County and State, came Scott Floyd and Melvina Floyd his wife to me personally known to be the same person 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 Feb 29th 1896

Recorded Sept 7th A. D. 1895 at 4 o'clock A. M.

C. F. Richards

Notary Public.

James Brooks
Register of Deeds.

The following is ordered on the Original Instrument:
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created is discharged.
Witness my hand, this 6th day of December, A.D. 1895.
Notary Public in and for said County and State, came Scott Floyd and Melvina Floyd his wife to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.
In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

Henry Abels
Notary Public Douglas County, Kansas
Term expires Oct 9th 1899
Recorded Dec 8, 1895
James Brooks Register of Deeds
By Fred Brooks Deputy

The following is ordered on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created is discharged.
Witness my hand, this 6th day of December, A.D. 1895.
Notary Public in and for said County and State, came Scott Floyd and Melvina Floyd his wife to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.
In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.