

This Indenture, Made this Third day of October in the year of our Lord one thousand eight hundred and ninety six between Millard F. Carfoss and Bernice Ann Carfoss his wife of Willow Springs in the County of Douglas and State of Kansas of the first part, and George A. Flory and Levi Flory of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Six Hundred and Twenty 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 parties of the second part their 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: Begin at the South East corner of the North West Quarter (40) South of Range No Nineteen (19) East of 6th Prime Meridian North Twenty Three and One Third (23 1/3) rods West Forty (40) rods South fifty, three and one third (53 1/3) rods East forty (40) rods to place of beginning Thirteen and one third (13 1/3) rods more or less thence Commencing at a point eighty (80) rods South of the North East corner of the North West Quarter (40) of Section ten (10) Township fourteen (14) Range Nineteen (19) Thence North Eighty (80) rods thence South Twenty Six and two third (26 2/3) rods thence East Eighty (80) rods to East line of said Quarter (40) Section thence North Twenty Six and two third (26 2/3) rods to place of beginning then the West two (2) acres of above described tract containing fifteen and one third (15 1/3) 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 Millard F. Carfoss and Bernice Ann Carfoss his wife do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and secured of a good and indefeasible estate of inheritance therein free and clear of all incumbrances except a Mortgage to secure the payment of Six Hundred Dollars to E. J. Barker

This is intended as a Mortgage to secure the payment of the sum of Six Hundred and Twenty Dollars (\$570) in accordance to the terms of One certain Promissory Note this day executed and delivered by the said Millard F. Carfoss and Bernice Ann Carfoss his wife to the said parties of the second part: Payable One year from date at the Merchants National Bank Lawrence Kansas with interest at the rate of ten per cent per annum

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 parties of the second part their 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 parties of the second part their 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 parties making such sale on demand to the said Millard F. Carfoss and Bernice Ann Carfoss his wife then 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
N. C. Price
M. F. Carfoss (SEAL.)
Bernice Ann Carfoss (SEAL.)
mark
(SEAL.)
(SEAL.)

STATE OF KANSAS,
Douglas County } ss.

Be it Remembered, That on this 3rd day of October, A. D. 1895, before me, N. C. Price a Justice of the Peace a Notary Public in and for said County and State, came M. F. Carfoss and Bernice Ann Carfoss 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 189
Recorded Oct 3 A. D. 1895 at 7 o'clock P. M.

N. C. Price J. P.
James Brooks
Register of Deeds.

The following is recorded on original instrument.
January 23, 1896.
Received of Willard F. Carfoss, one of the within mortgagors the sum of Two Hundred and seventy Dollars, in full satisfaction of the within mortgage.
George A. Flory
Levi Flory
James Brooks
Recorded January 30, 1896

\$ 570.00