

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

Witnesseth, That the said parties of the first part in consideration of the sum of Five Hundred and Seventy 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: The South one third (1/3) of North half of the South East Quarter (1/4) of the North West Quarter (1/4) of Section ten (10) Township fourteen (14) Range thirteen (13) less Beginning at the North West Corner of said South half (1/2) of North half (1/2) of South East Quarter 1/4 of said North West Quarter (1/4) of Section ten (10) East twelve (12) rods and fourteen (14) links Southeastly following a stone wall to the South line of said described land to a point twenty (20) rods East of South West Quarter (1/4) thence North twenty (20) rods North thirty and one third (13 1/3) rods Five Acres (5) 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 S. Carfoss and Lennie Ann Carfoss his wife hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and give 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 grant is intended as a Mortgage to secure the payment of the sum of Five Hundred and Seventy Dollars (\$570.00) according to the terms of One certain Promissory Note this day executed and delivered by the said Millard S. Carfoss and Lennie 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 S. Carfoss and Lennie Ann Carfoss his wife 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

N. C. Price

M. S. Carfoss (SEAL.)
Lennie 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. S. Carfoss and Lennie 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 5 A. D. 1895 at 7 o'clock P. M.

James Brooks
Register of Deeds

The following is endorsed on original instrument.
 Received of Millard S. Carfoss one of the within named mortgagors the sum of
 Five Hundred and Seventy Dollars, in full satisfaction of the within mortgage.
 George A. Flory
 Lennie Ann Flory
 James Brooks
 Recorded January 29, 1896
 #579.00