

This Indenture, Made this Third day of October in the year of our Lord one thousand eight hundred and ninety 1891 between Millard F. Carfors and Jennie Ann Carfors his wife of Mellow 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 part 1st of the first part in consideration of the sum of Five 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 part 2d 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: Commencing at a point fifty three and one third (53 1/3) rods North of the South East Corner of North West Quarter (4) South of Range 10 West (19) East of 64th Meridian North Twenty six and two thirds (26 2/3) rods thence East Forty (40) rods thence South Twenty six and two thirds (26 2/3) rods thence East Forty (40) rods to place of beginning six and two thirds (6 2/3) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Millard F. Carfors and Jennie Ann Carfors his wife hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and 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 Five Hundred and twenty Dollars (\$570) according to the terms of One certain Promissory Note this day executed and delivered by the said Millard F. Carfors and Jennie Ann Carfors his wife to the said part 2d of the second part: Payable One year from date at the Merchants National Bank of 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 therefor, 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 2d 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 part 2d 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 part 1st making such sale on demand to the said Millard F. Carfors and Jennie Ann Carfors his wife them heirs and assigns.

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

Signed and delivered in presence of

N. C. Price

M. F. Carfors (SEAL.)
Jennie Ann Carfors (SEAL.)
mark (SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
Douglas County

Be it Remembered, That on this 3rd day of October, A. D. 1891, before me, N. C. Price Justice of the Peace, a Notary Public in and for said County and State, came Millard F. Carfors and Jennie Ann Carfors 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 189 N. C. Price J. P.
Recorded Oct 3 A. D. 1891 at 7 o'clock P. M.

James Brooks
Register of Deeds.

The following is indexed an original instrument
 January 22, 1896
 Received of Millard F. Carfors one of the within named mortgagors the sum of Five
 Hundred and Twenty Dollars, in full satisfaction of the within mortgage.
George A. Flory
Levi Flory
James Brooks
 Recorded January 30, 1896.