

This Indenture, Made this 16th day of December in the year of our Lord one thousand eight hundred and ninety nine between John N. Flora and Mary E. N. Flora, his wife of Douglas in the County of Douglas and State of Kansas of the first part, and H. S. Gardner of Lawrence, Kansas of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of One Thousand 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 party of the second part his 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 East Half of the North East Quarter of Section Eighteen (18) in Township No. Fifteen (15) South of Range No. Nineteen (19) East of the 6th E.M. containing 80 acres of land, more or less, and being the homestead of the said parties of the first part, who hereby agree to maintain \$500 insurance upon the buildings now on or to be erected on said land during the existence of this loan, for the benefit of the said party of the second part, his heirs or assigns, with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances and that they will warrant and defend the same in the quiet and peaceable possession of the said party, his heirs and assigns forever, against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars according to the terms of one certain mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part: due in two years from date with interest from date to maturity as evidenced by coupons attached to said note, and interest after maturity for default at the rate of ten per cent per annum until fully paid, 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 party 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 parties of the first part, their heirs and assigns.

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

Signed and delivered in presence of

John N. Flora (SEAL.)
M. E. N. Flora (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 16th day of December, A. D. 1895, before me, L. A. Night, a Notary Public in and for said County and State, came John N. Flora and Mary E. N. Flora, 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 Nov 20 1899 L. A. Night Notary Public.
Recorded Dec 16 A. D. 1895 at 3 o'clock P. M.

James Brooke
Register of Deeds.

The following was indorsed on the original instrument:
The note herein described having been paid in full this Mortgage is hereby released, and the lien thereby created discharged,
At Witness my hand, this 1st day of March, A.D. 1899

H. S. Gardner

Register of Deeds
by H. C. Fisher
Deputy

Recorded March 1st 1899

J. H. Lammert