

This Indenture, Made this 12th day of August in the year of our Lord one thousand eight hundred and ninety seven between Sarah E. Flory and Cyrus W. Flory, husband and wife and John M. Flory and Sarah C. Flory, his wife of Marion, Township in the County of Douglas and State of Kansas of the first part, and Thos. Fackler of the second part.

Witnesseth, That the said part of the first part in consideration of the sum of Twelve Thousand (\$12,000⁰⁰) 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 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 half of the South East quarter and the South West quarter of Section Thirty six (36) Township Thirteen (13) Range Eighteen. Also the north half of Section One (1) except that portion lying east of Road No. 7, and the north half of west sixty two acres in South East quarter and the North East quarter of the North East quarter of the South West quarter and twenty two acres in West Sixty (60) acres in North half of South West quarter, all in section one (1) Township Thirteen Range Eighteen (18) the East half of eight (8) acres of the North East quarter and the North East quarter of the South East quarter, both in Section Two (2) Township four (4) Range Eighteen (18) containing in the aggregate 750 acres more or less with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Sarah E. Flory, Cyrus W. Flory, John M. Flory and Sarah C. Flory 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.

This grant is intended as a Mortgage to secure the payment of the sum of Twelve Thousand Dollars according to the terms of one certain coupon note this day executed and delivered by the said Sarah E. Flory, Cyrus W. Flory, John M. Flory and Sarah C. Flory to the said party of the second part: With 10 interest coupons for the sum of Eight hundred forty dollars each payable May 1st of each year from the year 1898

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 Sarah E. Flory, Cyrus W. Flory, John M. Flory and Sarah C. Flory, their heirs and assigns.

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

Signed and delivered in presence of

Sarah E. Flory (SEAL.)
Cyrus W. Flory (SEAL.)
John M. Flory (SEAL.)
Sarah C. Flory (SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 12th day of Aug, A. D. 1897, before me, Wm. H. Mason, a Notary Public in and for said County and State, came Sarah E. Flory and Cyrus W. Flory, her husband 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 3, 1898 Wm. H. Mason Notary Public.

State of Kansas
County of Douglas } ss.

Be it Remembered That on this 12th day of August A.D. 1897, Before me Wm. H. Mason a Notary Public in and for said County and State came John M. Flory and Sarah C. Flory, 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 Feb 3, 1898.
Recorded Aug 19, 1897 at 4⁰⁰ o'clock A.M.

Wm. H. Mason
Notary Public

James B. Cook
Register of Deeds

(The following is endorsed on the original instrument)
The said herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 12th day of August, A. D. 1897.

Joseph Packer, President and sole
divisor under the will of Thos.
Packer, deceased

Witness:
Lana Packer Means
James W. Means

Recorded March 31, 1911
Troy & Lawrence
Register of Deeds
R. M. Boone
Register