

This Indenture, Made this Fifth day of October in the year of our Lord one thousand eight hundred and ninety seven between W. A. Floyd and Mary E. Floyd his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Myrtle Everington of the second part.

Witnesseth, That the said party is of the first part in consideration of the sum of Three hundred 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: Lot No. Thirteen (13) in Doanes Subdivision of Block No. Seven (7) of Earls Addition to the City of Lawrence,

with all the appurtenances, and all the estate, title and interest of the said party is of the first part therein. And the said W. A. Floyd and Mary E. Floyd do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 Three hundred Dollars according to the terms of One certain Note and ten coupons this day executed and delivered by the said W. A. Floyd and Mary E. Floyd to the said party of the second part: Payable in five years with interest semi-annually according to coupons attached to said note

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 her 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 her 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 W. A. Floyd, his heirs and assigns.

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

Signed and delivered in presence of

W. A. Floyd (SEAL.)
Mary E. Floyd (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } ss.

Be it Remembered, That on this 6 day of October, A. D. 1897, before me, S. I. Steele, a Notary Public in and for said County and State, came W. A. Floyd and Mary E. Floyd his wife to me personally known to be the same person s 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 June 18, 1898 S. I. Steele Notary Public.
Recorded Oct 6 A. D. 1897, at 9:30 o'clock A. M.

James Brooks
Register of Deeds.

The note described in the mortgage recorded in this page having been paid and satisfied in full, therefore the mortgage securing said note is hereby discharged of record this January 28, 1903.

*Myrtle Everington
By S. I. Steele
her Attorney in fact*

*Recorded Jan. 28, 1903
A. W. Armstrong
Register of Deeds*