JOURNAL CO., LAWRENCE, KAN.

**This Indenture,** Made this Twenty Fifth day of February in the year of our Lord one thousand eight hundred and ninety Nine between Elmer L. Flory and Ella Flory his wife, Ira C. Flory, unmarried, Abraham J. Flory and Viola Flory his wife of Hillsdale Township in the County of Douglas and State of Kansas of the first part, and Edward P. Farren of New Haven, in the State of Connecticut of the second part,

**Witnesseth,** That the said parties of the first part in consideration of the sum of Three Thousand One 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: The South West quarter of Section No. Eleven (11) in Township No. Fourteen (14) of Range No. Nineteen (19) East of the 6th P.M. containing 160 acres of land, more or less

Rev Stamps $1.25

with all the appurtenances, and all the estate, title and interest of the said parties 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

This grant is intended as a Mortgage to secure the payment of the sum of Three Thousand One hundred Dollars part of the purchase money of said above described land according to the terms of One certain mortgage note and coupons this day executed and delivered by the said Elmer L. Flory, Ira C. Flory and Abraham J. Flory to the said party of the second part: Payable on or before five years from date, with right reserved to pay One Hundred Dollars or any larger sum at any time before maturity

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 part of the second part 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 parties of the first part, have hereunto set their hands and seals the day and year first above written.

*Signed and delivered in presence of*

Elmer L. Flory (SEAL.)
Ella Flory (SEAL.)
Ira C. Flory (SEAL.)
Abraham J. Flory (SEAL.)
Viola C. Flory (SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

*Be it Remembered,* That on this 25th day of February, A. D. 1899, before me, Joseph E. Riggs, a Notary Public in and for said county and State, came Elmer L. Flory and Ella Flory his wife, Ira C. Flory unmarried, Abraham J. Flory and Viola 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 Mch 29th 1901 Joseph E. Riggs, Notary Public.

Recorded Febry 25th A. D. 1899 at 12th o'clock P. M.

G. F. Norman, Register of Deeds.

Recorded Feb. 25th 1905 at 8 o'clock A.M.
J. Chas. E. Crane, Sec'y.
Sec'y Reg. of Deeds.

The within mortgage is released from the original mortgage and mortgagee is hereby released, and the lien thereof created discharged.
All Witness my hand, this 16th day of Feb. A.D. 1905.
James B. Shotwell.
John A. Reed.
Edward P. Farren