

MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. SAME DODD WORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this 24 day of June in the year of our Lord, one thousand nine hundred and one, between George A. Flory and Rebecca E. Flory, husband and wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Marcia Brown Howland of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Seven hundred and no 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 y of the second part her heirs and assigns, for ever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to wit:

Lot number one hundred fifty four (154) on Rhode Island street in the City of Lawrence, in said county and state

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said George A. Flory and Rebecca E. 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 Seven hundred dollars according to the terms of one certain promissory note this day executed and delivered by the said George A. Flory and Rebecca E. Flory to the said part y of the second part Marcia Brown Howland

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 part y 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; 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 of making such sales, and the overplus, if any there be, shall be paid by the part y making such sale on demand, to the said Geo. A. Flory and Rebecca E. Flory their assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Geo. A. Flory (SEAL)
Rebecca E. Flory (SEAL)
(SEAL)

STATE OF KANSAS,

County of Douglas - COUNTY - ss.

BE IT REMEMBERED, That on this 24 day of June A. D. 1901, before me W. D. Payne a Notary Public in and for said County and State, came



Geo. A. Flory and Rebecca E. Flory
hus. and wife 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 Dec 19 1903

W. D. Payne

Notary Public

Filed for Record the 11 day of July A. D. 1901 at 9⁰⁵ o'clock P. M.

W. D. Payne

Register of Deeds

The note herein described having been paid in full to the order of the mortgagee, the same is hereby released and the lien hereby created discharged. At witness my hand this 25th day of September, D. 1912.

Executrix of Marcia Brown Howland
Marcia Brown Howland

Recorded Sept 20 1912
Flory & Lawrence
Register of Deeds

In consideration of mortgage