

MORTGAGE RECORD No. 38.

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MORTGAGE Standard Form. SAME DODSWORTH BOOK CO., LEAVERWORTH, KAN.

This Indenture, Made this First day of July in the year of our Lord, one thousand Nineteen hundred and One, between George A. Flory and Rebecca C. Flory, his wife, of Douglas and State of Kansas, of the first part, and Elizabeth A. Post of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Three hundred and seventy five - 375 - 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 her 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 west half of the north west quarter of the south west quarter of sec. thirty four in township thirteen, and the north ten acres of the south sixteen acres of the west half of the south east quar. of sec. ten in township fourteen, also the east six acres of the north fifteen acres of the south west quarter of section ten in said township fourteen and all in Range Nineteen - 19 -

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 owner 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 and seventy five - 375 - Dollars - according to the terms of One certain Note this day executed and delivered by the said George A. Flory to the said party of the second part

Due in three years from the date thereof with interest payable semi-annually

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; 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 party making such sale, on demand, to the said George A. Flory - his heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

George A. Flory (SEAL.)
Rebecca C. Flory (SEAL.)
(SEAL.)

STATE OF KANSAS, }
Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 20 day of July A. D. 1901, before me W. L. Payne a Notary Public in and for said County and State, came George A. Flory and Rebecca C. Flory his 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 - 1913 W. L. Payne Notary Public

Filed for Record the 29 day of July A. D. 1901, at 4 o'clock P. M.
W. L. Payne Register of Deeds

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