

MORTGAGE RECORD No. 38.

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

This Indenture, Made this 29 day of November in the year of our Lord, one thousand Eighteen hundred and 99, between James S. Adair, Anna Adair - his wife - of Douglas in the County of Douglas and State of Kansas, of the first part, and H. H. Flory and E. D. Flory of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of One hundred and eight 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:

Part of N.E. 1/4 Sec. No. One Township No. Fourteen, Range Eighteen, East of 6th P. M. Described as beginning 156 feet north of S.E. corner of said NE 1/4 running thence west 25 1/4 feet to intersection of road Nos. 175 & 220 thence S 67° 10' W. 315.7 feet; Th. S 7° East 290 feet; Thence S 67° 10' W. 295 feet; Thence N 9° W 290 feet to a stone in center of Road No. 220; Th. N 67° 10' E 295 feet to place of Beginning 4 Acres - more or less -

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said

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 One hundred and eight Dollars according to the terms of One certain Note this day executed and delivered by the said first parties to the said party of the second part

Payable in two years interest at 8% per annum.

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 their 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 James S. Adair, his heirs and assigns.

IN WITNESS WHEREOF, The said party 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

D. S. Steele

James S. Adair

(SEAL)

Anna Adair

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 29 day of November A. D. 1899, before me

a Notary Public in and for said County and State, came

James S. Adair and Anna Adair, 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 June 20th 1902

D. S. Steele

Notary Public

Filed for Record the 26th day of May A. D. 1900, at 1¹⁵ o'clock P. M.

H. H. Flory Register of Deeds

The following is endorsed on the original instrument: This note herein described having been paid in full, this mortgage is hereby released and the lien hereby created discharged. As witness my hand this 29 day of November A. D. 1901.

G. S. Flory
H. H. Flory

Recorded Sept 26, 1901
Hoyd L. Lawrence
Register of Deeds