

## MORTGAGE RECORD No. 43.

ORIGINAL Standard Form. JOURNAL CO. PRINTERS, ILLINOIS AND BLANK BOOK JACKETS, LAWRENCE, KAN.

This Indenture, Made this 16th day of May in the year of our Lord, Nineteen  
hundred and six (1906), between David L. Flory and Rose Flory  
husband and wife of \_\_\_\_\_ in the County of  
Douglas and State of Kansas, of the first part, and

Peoples State Bank of Lawrence, Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Fifteen Hundred and No/100 (\$1500.00) 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 its 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: Beginning at the South East corner of North  
west (14) Section Sixteen (16) Township Fourteen (14), Range Nineteen (19);  
North 66 rods N 1/2 to a stake 10 feet north of a row of Cottonwood trees;  
West and parallel with said row of Cottonwood trees 100 rods to a stake on a  
line with a rock fence; thence in a southeasterly direction to said rock  
fence; thence following and bounding on said rock fence about 68 rods to  
the North line of said quarter Section; East along said quarter Section  
line 67 1/2 rods to place of beginning.

Also the North East quarter (14) of South West quarter (14) Section Sixteen  
(16) Township Fourteen (14), Range Nineteen (19) in all 73 acres more or less,

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said \_\_\_\_\_  
David L. Flory and Rose, his wife 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

Fifteen Hundred Dollars.

according to the terms of a certain Note this day executed  
and delivered by the said David L. Flory and Rose his wife to the said part y of the second part  
payable five years after date with interest payable annually at the  
rate of six percent 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 part y of the second part, its 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 cost and charges of making such sales, and the  
overplus, if any there be, shall be paid by the part \_\_\_\_\_ making such sale, on demand, to said David L. Flory and Rose, with their  
heirs and assigns.

IN WITNESS WHEREOF, The said part ies 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. Banks

David L. Flory (SEAL.)  
Rose Flory (SEAL.)  
(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 16th day of May A. D. 1906, before me

Geo. A. Banks a Notary Public in and for said County and State, came  
David L. Flory and Rose Flory, husband and 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 subscribed my name and affixed my official seal on the day  
and year last above written.

My Commission Expires November 27 1908.

Geo. A. Banks  
Notary Public.

Filed for Record the May 17 day of \_\_\_\_\_ A. D. 1906, at 7:15 o'clock P. M.

W. W. Connelley Register of Deeds.  
Deputy.

The following is endorsed on the original instrument  
This mortgage is described having been paid in full  
this mortgage is hereby released and the clerk thereof created  
discharged - the witness my commission expires Sept. 27, 1908  
Geo. A. Banks

Recorded Sept 27, 1909  
Register of Deeds

The following is endorsed on the original instrument  
This mortgage is described having been paid in full  
this mortgage is hereby released and the clerk thereof created  
discharged - the witness my commission expires Sept. 27, 1908  
Geo. A. Banks