

MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

The following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby
released and the lien thereby created discharged.
At witness my hand this 12th day of March A. D. 1909.
Annie Fishburn Hoover

Recorded March 22 1909
J. A. Kesler
Register of Deeds

This Indenture, Made this 23^d day of February in the year of our Lord one thousand nine hundred & nine, between Sylvester V. Flory - a widower of Harold Township in the County of Douglas and State of Kansas, of the first part, and Annie Fishburn of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Fifteen Hundred & 75^{cs} DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part 2^d 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 East half (1/2) of the North East quarter (1/4) of Section Two (2) Township Fifteen (15) Range Seventeen (17)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Sylvester V. Flory do hereby covenant and agree that at the delivery hereof he is 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 & 75^{cs} Dollars according to the terms of one certain promissory note this day executed and delivered by the said Sylvester V. Flory to the said party of the second part bearing date herewith for five years from date. Interest at 6% payable annually and privilege to pay 100⁰⁰ or more at any interest payment.

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 cost 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 said Sylvester V. Flory heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Sylvester V. Flory [SEAL]
[SEAL]
[SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 27th day of February A. D. 1909, before me, J. A. Kesler a Notary Public in and for said County and State, came

Sylvester V. Flory a widower 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 subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires June 23^d 1911 J. A. Kesler Notary Public.

Filed for Record the 2^d day of Mar. A. D. 1909, at 9²⁰ o'clock 9 A. M.

J. Lloyd Lawrence Register of Deeds.
Deputy.

Recorded March 3 1909