

MORTGAGE RECORD No. 49.

205

MORTGAGE STANDARD FORM. Gazette Co., Printers, MOORE and HARRIS BOOK BINDERS, Lawrence, Kan.

This Indenture, Made this 25th day of August in the year of our Lord one thousand nine hundred and eleven (1911), between Lewis A. Flora and Sarah S. Flora his wife of Douglas and State of Kansas, of the first part, and Franklin County Mutual Fire Insurance Company of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of One Thousand (1000⁰⁰) DOLLARS, to him 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 its successors heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, any State of Kansas, described as follows, to-wit:

The North Half of the South West Quarter of Section Number Twelve (12) in Township number Fifteen (15) South of Range Number Eighteen (18) East of Sixth Principal Meridian, containing Eighty (80) acres more or less according to United States Survey

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Lewis A. Flora and 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

One Thousand Dollars (1000⁰⁰) This Grant is intended as a Mortgage to secure the payment of the sum of

according to the terms of One certain Bond Note this day executed and delivered by the said Lewis A. Flora and wife to the said part 2nd of the second part dated August 25th 1911 and payable September First 1916 with interest thereon shown by Bond and Coupons attached thereto

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 2nd of the second part its successors heirs 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 Lewis A. Flora, or his heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in presence of

Lewis A. Flora [SEAL]
Sarah S. Flora [SEAL]

STATE OF KANSAS,
County of Franklin } ss.

BE IT REMEMBERED, That on this 29th day of August A. D. 1911, before me,



Lewis A. Flora and Sarah S. Flora, his wife

to me personally known to be the same persons 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 the 1st day of December, 1913

CC Daniel Notary Public.

Filed for Record the 31 day of August A. D. 1911, at 10 o'clock A. M.

Wm L Lawrence Register of Deeds.
Deputy.

This following is endorsed on the original instrument:
The within Mortgage being recorded in full in the public records of the County of Douglas, State of Kansas, on the 29th day of August 1911, by J. W. Lawrence, Clerk.

Recorded April 3rd 1912
South of Franklin
Register of Deeds.

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Register of Deeds.
Deputy.