MORTGAGE RECORD.

The Gazette, Lawrence, Kansas.

This Indenture, Made this Sixth day of April in the year of our Lord one thousand nine hundred and Twelve between Rachel C. Flory and Louis M. Flory (husband) of Lawrence in the County of Douglas and State of Kansas, of the first part, and Katy H. W. Headon of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two Thousand 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: All those parts and parcels of Lots No. Twenty four (24) and Twenty five (25) Reuse in the City of Lawrence, Douglas County Kansas, which lies North of a line parallel with and Sixty Six (66) feet North of the North boundary of Lot No. Eleven (11) on Connecticut Street in the City of Lawrence

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Rachel C. Flory and Louis M. Flory do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Two Thousand DOLLARS, according to the terms of one certain promissory note this day executed by the said Rachel C. Flory and Louis M. Flory to the said party of the second part; said note being given for the sum of Two Thousand DOLLARS, dated April 6th 1912, due and payable in Five years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and Ten coupons of Sixty dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mortgagee, in the sum of Two Thousand DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, her executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part, her executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand to the said Rachel C. Flory heirs and assigns.

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

Signed, sealed and delivered in presence of

Rachel C. Flory [SEAL]
Louis M. Flory [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 6 day of April A. D. 1912, before me, John M. Newlin a Notary Public in and for said County and State, came Rachel C. Flory and Louis M. Flory to me personally known to be the same persons who executed the foregoing instrument of writing 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.

John M. Newlin Notary Public.

My Commission Expires March 10 1914

Filed for Record on the 15 day of April A. D. 1912 at 10 o'clock A. M.

Floyd L. Lawrence Register of Deeds.

, Deputy.

The money herein described having been paid in full, this mortgage is hereby released and the lien thereof cancelled discharged. As witness my hand this ... day of ... A. D. 19..

Recorded Oct 16 1932

Eastman Merchandise Register of Deeds.

Irene Elson Dep.

ATTEST:

Register of Deeds.

Peoples State Bank Form