

Mortgage Record No. 52.

This Indenture, Made this 15th day of May in the year of our Lord Nineteen hundred and fifteen, between Irvin S. Flory and Etta A. Flory, his wife of Douglas County of Kansas, and Luther N. Lewis of Lawrence, Kansas of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Four thousand (\$4000.00) 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 party of the second part, his 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 North half of the Northwest quarter of Section Eleven, Township Fourteen, Range Nineteen. Also commencing at the Northwest corner of Northwest quarter of Section Ten, Township Fourteen, Range Nineteen, thence South Eighty six two-thirds rods, thence West Sixty rods, thence North Ten and two-thirds rods, thence Northwest to a point Eight rods East of Sixty rods South of the Northwest corner of the Northwest quarter of Section Ten, thence West Eight rods, thence North Sixty rods, thence East Eighty rods to place of beginning, less 18.5 feet square out of said last described tract used for a denoting, containing in all One hundred twenty acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parcel of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof Irvin S. Flory 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 \$4000.00

according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part payable five years from date with interest at the rate of six per cent per annum, according to the terms of the instrument, thence attached in the sum of \$1200.00 each

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, his 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 Irvin S. Flory, his heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Irvin S. Flory (SEAL)

Etta A. Flory (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 15th day of May A. D. 1915, before me, Raymond F. Rice a Notary Public in and for said County and State, came Irvin S. Flory and Etta A. Flory

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 January 26th 1917

Raymond F. Rice Notary Public.

Filed for Record the 17th day of May

A. D. 1915 at 11 16 o'clock A. M.

Floyd Lawrence Register of Deeds.

Geo. C. Nitzel Deputy.

This instrument is intended as a mortgage to secure the payment of the sum of \$4000.00 and is subject to the provisions of the Act of March 15, 1915, Chapter 10, Laws of Kansas, A. D. 1915, 1820.

Luther N. Lewis

Recorded Jan 26 1922

Etta A. Flory

Register of Deeds.

Irvin S. Flory

Deeds