

MORTGAGE RECORD

This Indenture, Made this 8th day of August in the year of our Lord one thousand nine hundred

and WITNESSETH, that

Levi Flary (a widower)

of the county of Douglas and State of Kansas, party of the first part, for and in consideration of

Nine Hundred

DOLLARS

Conveys and Warrants to THE MERCHANTS LOAN AND SAVINGS BANK, of Lawrence, Douglas County, Kansas, party of the second

part, its assigns or successors, the real estate, hereinafter described, situated in the county of Douglas and state of Kansas, to-wit:

All the real estate described of sheet attached below: Beginning at North line of S.E. 1/4 of 2-14-19 at a point 81 rods East of the N.W. Corner of said quarter Section; West 81 rods to said corner and South on West line of said quarter 93 rods East and parallel with North line of said Quarter 33 rods to public highway; thence North easterly in center of said highway about 110 rods to beginning.

All land lying west of the public road established by County Commissioners Jan. 21-66 described thus; beginning at S. W. corner of said S. W. 1/4 of Sec. 2-14-19 thence North 16 80/100 chains; thence east 13 chains; thence South 6 80/100 chains; thence West 3 chains South 10 chains West 10 chains to point of beginning less commencing at the S.W. corner of said quarter thence North 21 rods 6 feet; East about 10 rods 4 feet to County road South westerly along said road to beginning 2/3 of an acre.

Comprising a total of forty three (43) acres

To secure the said party of the second part, its assigns or successors, for an actual loan of money made to the said party of the first part, as evidence by one certain Bond No. _____ of even date herewith, in and by which said bond the party of the first part promises to pay to the order of the said party of

the second part, its assigns or successors, in lawful money of the United States of America, the principal sum of Nine Hundred Dollars,

on August 8th 1919 with interest at the rate of seven per cent. per annum from date

until maturity and ten per cent. per annum after maturity or default, interest payable semi-annually according to interest coupons therefor thereto attached, both principal and interest being payable at the office of THE MERCHANTS NATIONAL BANK, Lawrence, Kansas, and also promise and agree that in case any interest on any of said sums shall remain unpaid after the same becomes due, then the entire sums covered by this bond and secured by this Mortgage Deed, to become immediately due and payable at option of mortgagee, without any notice of any kind whatsoever, and same to be collected in like manner as if the full time provided in said bond had expired.

It is Herely Expressly Agreed, That said first party shall insure the buildings that are insurable herein, in favor of the party of the second part, its assigns or successors, against loss or damage by fire, in such sum and in such fire insurance companies as the second party, its assigns or successors, may direct, and maintain such insurance during the continuance of this loan.

It is Further Expressly Agreed, That the first party shall at all times keep the taxes and assessments of any and all kinds that may become liens upon said premises fully paid and satisfied, and that said security shall remain and be kept as good as the same is now during the continuance of this loan.

It is Further Agreed, That the first party shall repay to the second party, its assigns or successors, all and every such sum or sums of money as may have been paid by them, or any of them, for taxes or assessments, or for premiums and costs of insurance, or on account of, or to extinguish or remove any prior or outstanding title, lien, claim or incumbrance on the premises hereby conveyed, with interest thereon at the rate of ten per cent. per annum from the time the said sum or sums of money may have been respectively so advanced and paid, until the same are repaid. And all of which said sum or sums of money and the interest to accrue thereon, shall also be a charge upon said premises, and shall be secured by this instrument in the same manner as the said principal sum payable by the said bond is secured thereon.

It is Further Agreed, That in case of default in the payment of said bond, or any part thereof, or any of the sums of money to become due herein specified, according to the tenor and effect of said bond, or in the case of the breach by the said party of the first part, of any of the covenants or agreements herein mentioned by the said first party to be performed, then and in that case, this conveyance shall become absolute, and the party of the second part, its assigns or successors, be at once entitled to the possession of the said above described premises, and to have and receive all the rents and profits thereof, and with the aforesaid interest thereon, shall, thereupon, each and every one of them, become and be at once due and payable at the option of the legal holder thereof.

In Testimony Whereof, The said party of the first part has hereunto set his hand and seal on the day and year first above written.

Levi Flary

(SEAL)

STATE OF KANSAS, Douglas COUNTY, ss:

I, the undersigned, a Notary Public, in and for said County and State, do hereby certify that on this 8th

day of August A. D. 1919, personally appeared before me

Levi Flary

to me personally known to be the identical person who executed and whose name is affixed to the foregoing mortgage as grantor and acknowledged the same to be his voluntary act and deed

In Testimony Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Recorded Aug 8 of Ad 1916 at H. 20-000000 M

Floyd L. Lawrence

Register of Deeds

F. B. Whipple

Notary Public.

Commission expires Jan 27 1919

The following is endorsed on the original instrument
I acknowledge payment in full of the within mortgage and hereby authorize the Register of Deeds to enter the same as charge of the record

Rec. August 30 1918