

# MORTGAGE RECORD

**This Indenture** Made this Fifth day of March in the year of our Lord one thousand nine hundred eighteen (1918), between Ed. Flory and Rachel Flory, his wife of Lawrence, P.M.S. in the County of Douglas and State of Kansas, of the first part, and First State State Bank of the second part:

-WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Fifteen hundred and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do sell grant, bargain, sell and mortgage to the said part 2d 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: 1/2 Sec 34 T12N R10E

State of Kansas, described as follows to-wit:

Tract 40.00 of north 13.00 of Northeast quarter of Sec (6)  
Township 14 Range 18  
And Beg. at Northeast cor of Northeast quarter thence  
South 62 rods, Thet 16 rods to cor 758 then Northeast to  
beginning, containing 5d. more or less, being in Section 6, Tp. 14  
R. 18.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Parties of the first part do all hereby covenant and agree that at the delivery hereof they as 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 these 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 Fifteen Hundred

according to the terms of 2211 certain promissory note <sup>the</sup> this day executed by, said

to the said part Five hundred of the second part; said note being given for the sum of \_\_\_\_\_ DOLLARS

dated Mar. 5th 1918, 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 12 coupons of forty-five 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 part 166 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 said mortgagee, in the sum of \_\_\_\_\_

...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 part 600.00 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 therefor, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all sums paid and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part 75.00 of the second part, and all sums paid by the part 25.00 of the second part for insurance, shall be due and payable or net, at the option of the part 50.00 of the second part; and it shall be lawful for the part 50.00 of the second part or 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 part 50.00 of the second part, and the 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 over-plus, if any there be, shall be paid by the part 25.00 making such sale, on demand, to the said parties of the first part their heirs and assigns.

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

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

F. L. Flory (SEAL)

Pachet Flory (SEAL)

STATE OF KANSAS } ss.  
Douglas County }  
 BE IT REMEMBERED That on this 5th day of March A D 1918

BE IT REMEMBERED, That on this 5th day of March A. D. 1918,  
before me, J. A. Ulrich, a Notary Public

to me personally known, to be the same person within who executed the foregoing instrument of writing, and, duly acknowledged the execution of the same with person

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 May 2 1921 Notary Public.  
This instrument was filed for record on 2 day of April A.D. 1919 at 11:10 o'clock A.M.

This instrument was filed for record on the 2 day of April, A. D. 1994, at 10 o'clock A.M.,  
Estelle Northrup

Estelle Northrup  
Register of Deeds.

By James Floras Deputy.

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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.

As witness my hand this 2nd day of May 1924.

Recorded March 20 1926  
Geo. E. Vallman  
 Registrar of Deeds

Corp deal.  
 A. D. 1926  
 11/4/26  
 Lane Star State Bank  
 A. D. 1926

For Release see Book 62. Page 362