

## MORTGAGE RECORD

This Indenture Made this 30th day of August in the year of our Lord one thousand nine hundred and eighteen, between H. O. Flory and M. Florence Flory his wife of Lawrence, in the County of Douglas and State of Kansas, of the first part, and H. F. Brown of the second part:

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Fifteen thousand DOLLARS to them duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part ies 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 east half of Section Thirty Four, Township Twelve, Range  
Western four and six owned by Delvitt described as follows:  
commencing one rod west of the northeast corner of said section 34  
thence south 58 rods; thence west 39 rods; thence south 45 rods; thence  
west 40 rods; thence west 10 rods; thence north 10 3/4 rods; thence east 79 rods  
to place of beginning

with the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said H. O. Flory and M. Florence 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 Fifteen thousand DOLLARS,

according to the terms of certain promissory note this day executed by said H. O. Flory and M. Florence Flory to the said part ies of the second part; said note being given for the sum of Fifteen thousand DOLLARS,

dated August 30th 1918, due and payable in Sept 1st 1923 years from state the cost, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of \$150.00 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 ies 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 thirty five hundred 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 ies 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 part ies of the second part, and all sums paid by the part ies of the second part for insurance, shall be due and payable or not, at the option of the part ies of the second part; and it shall be lawful for the part ies of the second part his 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 ies of the second part, his 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 ies making such sale, on demand, to the said H. F. Brown heirs and assigns

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

Signed, sealed and delivered in presence of

STATE OF KANSAS

Douglas County ss.

BE IT REMEMBERED, That on this 30 day of August A. D. 1918, before me, Geo. H. Kuhner, a Notary Public in and for said County and State, came H. O. Flory and M. Florence Flory to me personally known to be the same person ies 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.

My commission expires Jan. 25 1920.

This instrument was filed for record on the 12 day of November A. D. 1918, at 1:50 o'clock P.M.

Estelle Northrup Register of Deeds.

By Ferne Flory Deputy.

For assignment See Book 87 Page 140  
Copies State Bank Lawrence Kan.  
By H. Brown

(Corp Seal)

Recorded June 19th 1922  
Estelle Northrup Deputy  
Notary at State

For assignment See Book 87 Page 140