

MORTGAGE RECORD NO. 58

This Indenture, Made this 17th day of May in the year of our Lord nineteen hundred and nineteen between A. J. Flory and Della M. Flory, his wife, of the County of Douglas and State of Kansas, of the first part, and

The Lawrence National Bank, of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Twenty two hundred 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 its successors 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 Forty-five (45) acres of the North half (1/2) of the Northwest fractional Quarter (1/4) Section eleven (11), and the Northeast Quarter (1/4) of the South east Quarter (1/4) of the Northwest fractional Quarter (1/4) Section eleven (11), all in Township Fourteen (14) Range Nineteen (19), containing Fifty-five (55) acres; also the East Fifteen (15) acres of the West Thirty-five (35) acres of the North half (1/2) of the Northwest Quarter (1/4) of Section eleven (11), Township Fourteen (14), Range Nineteen (19).

Being the same land as purchased from J. R. Johnson.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said first parties

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.

This Grant is intended as a Mortgage to secure the payment of the sum of Twenty two hundred Dollars according to the terms of one certain note this day executed

and delivered by the said first parties to the said party of the second part The Lawrence National Bank.

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment for 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, its successors, 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 sale to retain the amount then due for principal and interest, together with the cost 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 said first parties heirs and assigns.

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

Signed, Sealed and Delivered in the presence of A. J. Flory (SEAL) Della M. Flory (SEAL)

STATE OF KANSAS, } ss. Douglas

BE IT REMEMBERED, That on this 12 day of June A. D. 1919, before me, Geo. H. Kuhner a Notary Public in and for said County and State, came A. J. Flory and Della M. Flory, his wife,

(22) to me personally known to be the same persons 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 Jan. 25 1922 Geo. H. Kuhner Notary Public.

Filed for Record the 14 day of June A. D. 1919, at 8 35 o'clock A.M. Estelle Norchampt Register of Deeds Jesse Flora Deputy.

Recorded June 12 1921 -  
Estelle Norchampt  
Register of Deeds  
Jesse Flora - Deputy

These books described herein were paid in full for by the parties, and the same being original documents, are returned to them. As witness my hand this 12th day of June 1919.