

MORTGAGE RECORD—59.

Key 22 = 44

This Indenture, Made this 15th day of March

year of our Lord one thousand nine hundred twenty-four, between B. E. Flory and Bessie B. Flory, his wife of Jones, Kan. in the County of Douglas and State of Kansas, of the first part, and

Sarah B. Flory

of the second part:

Witnesseth, That the said part one of the first part, in consideration of the sum of Seven Thousand six hundred fifty (\$7650.00) 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 of of the second part, here 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 Southwest quarter of Section Thirty-six (36) Township Thirteen (13) Range Eighteen (18)

And the West Half of the South East Quarter of Section Thirty-six (36) Township Thirteen (13) Range Eighteen (18)

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

B. E. Flory and Bessie B. Flory, his wife 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 Seven Thousand six hundred fifty DOLLARS, according to the terms of one certain promissory note this day executed by said B. E. Flory and Bessie B. Flory, his wife

to the said part of of the second part; said note being given for the sum of Seven Thousand six hundred fifty DOLLARS, dated March 15th, 1924, 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 10 coupons of 229% 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 one 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 mortgage, in the sum of _____ DOLLARS,

in some insurance company satisfactory to said mortgage, in default whereof the said mortgage may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part of 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 of of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable or not, at the option of the part of of the second part; and it shall be lawful for the part of of the second part, her 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 of of the second part, her 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 of making such sale, on demand, to the said B. E. Flory heirs and assigns.

In Testimony Whereof, The said part one 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

B. E. Flory (SEAL)
Bessie B. Flory (SEAL)

STATE OF KANSAS,

Douglas County, 13

Be It Remembered, That on this 27 day of March A. D. 1924 before me, the undersigned a Notary Public in and for said County and State, came B. E. Flory and Bessie B. Flory, his wife

to me personally known to be the same person 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 May 4 1925 W. L. Ulrich Notary Public.

This instrument was filed for record on the 7 day of May A. D. 1924, at 9:45 o'clock A. M.

Isa C. Wellman Register of Deeds.
By _____ Deputy.

This release was written on the original mortgage entered this 15 day of April 1924
Harold A. Ruck
R. of Deeds

This 27th being the day following her said in full this mortgage is hereby released and the lien thereby created thereby is
Be Witness my hand, this 15th day of Apr 15, 1924
W. L. Ulrich