

MORTGAGE RECORD NO. 63

BANK DOWORTH STATIONERY CO KANSAS CITY MO 64103

1809
 This Indenture, Made this 17th day of June in the year of our Lord
 one thousand eight hundred twenty six (1926), between Detroit Franklin Smith and
 Lola Myrtle Smith his wife of Lawrence in the County of
 Douglas and State of Kansas, of the first part, and
 Cyrus W. Flory and Sarah E. Flory his wife of the second part:
 WITNESSETH That the said parties of the first part, in consideration of the sum of
 Two Thousand (\$2000.00) 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 parties of the second part their 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:
 Lots Numbered Thirteen (13) and Fourteen
 (14) in Block Number Six (6) in South
 Lawrence in the City of Lawrence,
 - Kansas -

with all 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 hereby covenant and agree that at the delivery hereof they are the lawful owner 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
 Two Thousand (\$2000.00)
 according to the terms of one certain promissory note this day executed
 and delivered by the said parties of the first part to the said parties of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments or 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 parties of the second part, their 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 sales to retain the amount then due for principal and interest, together with the cost and charges
 of making such sales, and the overplus, if any there be, shall be paid by the parties making such sale, on demand, to said
 Parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Detroit Franklin Smith (SEAL)
 Lola Myrtle Smith (SEAL)
 (SEAL)

STATE OF Kansas ss.
 Douglas County ss.
 BE IT REMEMBERED, That on this 17th day of June A. D. 1926 before me,
 Geo. W. Kuhne, a Notary Public in and for said County and State, came
 L. S. Detroit Franklin Smith and Lola Myrtle Smith
 his wife to me personally known to be
 the same person who executed the foregoing instrument and duly acknowledged 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 1930 Geo. W. Kuhne Notary Public.

Filed for Record the 17th day of June A. D. 1926 at 4:00 o'clock P. M.
 Geo. E. Wellman Register of Deeds.
 Deputy.

For Mortgage Register
 Book 17 Page 358

This Release
 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 17 day of June A. D. 1932
 Attorney at Law

This Release
 on the original instrument.
 Mortgage entered
 this 17th day of June
 1926
 Geo. E. Wellman
 Register of Deeds
 Deputy