

MORTGAGE RECORD 72

 Year No. 2459
 Vol. Page 2.25

FROM Japhan J. Hayden TO Cyrus W. Flory

STATE OF KANSAS, DOUGLAS COUNTY ss.
 This instrument was filed for record on the 8 day of
 Feb A.D. 1927 At 1:50 P. M.
Geo. E. Williams
 Register of Deeds.
 Deputy.

THIS INDENTURE, Made this 5th day of March in the year of our Lord nineteen hundred twenty seven between Japhan J. Hayden (single)

of the first part, and Cyrus W. Flory, Lawrence, Kansas of the second part.

WITNESSETH, That the said part y of the first part, in consideration of the sum of Nine Hundred and no/100 DOLLARS to him duly paid, the receipt of which is hereby acknowledged, he s sold and by these presents do es grant, bargain, sell and Mortgage to the said part y 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 southeast quarter (1/4) of the northwest quarter (1/4) of section ten (10) Township fourteen (14) Range nineteen (19) less the following described tracts of land, to-wit: Beginning at a point nine (9) rods and ten (10) links east of the northwest corner of said southeast quarter (1/4) thence following a stone wall as a line in a southeasterly direction to a point twenty six and two thirds (26 2/3) rods south and twelve (12) rods east of said northwest corner of said southeast quarter; thence east fourteen links (14); thence following said stone wall as a line in a southeasterly direction to a point forty (40) rods south and twenty (20) rods east of said southeast corner of said southeast quarter (1/4) thence west twenty (20) rods to the west line of said southeast quarter (1/4) thence north forty (40) rods to the place of beginning. Also commencing at the northwest corner of the southwest quarter (1/4) of the northeast quarter (1/4) of section ten (10) Township fourteen (14) Range nineteen (19), thence east thirteen (13) rods; thence in a southwesterly direction to a point nineteen (19) rods east of the southwest corner of said southwest quarter (1/4); thence West Nineteen (19) rods to the West line of said Southwest Quarter (1/4); thence North Eighty (80) rods to the place of beginning, containing eight (8) acres. Also beginning at the Northeast corner of the Southwest Quarter (1/4) of Section Ten (10) Township Fourteen (14) Range Nineteen (19); thence South Fifteen (15) rods; thence West Sixty-four (64) rods; thence North Fifteen (15) rods; thence East Sixty-four (64) rods to the place of beginning, containing six (6) acres more or less. Also beginning at the Northwest corner of the Southeast quarter (1/4) of the Northwest quarter (1/4) of Section Ten (10) Township Fourteen (14) Range Nineteen (19); thence East Three Hundred twenty-seven and Sixty hundredths (327-60/100) feet to a stone wall; thence in a southwesterly direction following the stone wall as a line to a point Six Hundred Sixty-three and Forty Hundredths (663-40/100) feet South and One Hundred Sixty-one and Forty Hundredths (161-40/100) feet East of the Northwest corner of the Southeast quarter (1/4) of the Northwest quarter (1/4) of Section Ten (10) Township Fourteen (14) South Range Nineteen (19); thence West One Hundred Sixty-one and Forty one Hundredths (161-40/100) feet to the Southwest corner of said quarter; thence North Six Hundred Sixty-three and Forty Hundredths (663-40/100) feet to the place of beginning; containing Three and seven hundred seventy-six thousandths (3-776/1000) acres, more or less.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said party of the first part do es hereby covenant and agree that at the delivery hereof he is 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 Nine Hundred Dollars, according to the terms of one certain note this day executed and delivered by the said party of the first part to the said part y 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 part y of the second part his 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 part y making such sale, on demand, to said party of the first part his heirs and assigns

IN WITNESS WHEREOF, The said part y of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in presence of Japhan J. Hayden (SEAL)

STATE OF KANSAS, } ss.
 County of Douglas BE IT REMEMBERED, That on this 8th day of Mar. A. D. 1927 before me Geo. W. Kuhno a Notary Public in and for said County and State, came Japhan J. Hayden, single, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.
 L.S. 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. Kuhno. Notary Public.

RELEASE.
 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 day of A. D. 19

ATTEST: