

## MORTGAGE RECORD 72

SMALL, DODGEWORTH STATIONERY CO. KANSAS CITY, MO. 64108

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 14 day of July A. D. 1931, At 9:10 A. M.

Reg. No. 1448  
Vol. 152

E. D. Flory et al

TO

E. D. Flory  
Clyde T. Flory

Register of Deeds.

Adam Hilkey

By

Deputy.

THIS INDENTURE, Made this 22nd day of June in the year of our Lord nineteen hundred Thirty One between  
E. D. Flory and Rebecca A. Flory, his wife, and Clyde T. Flory and Margaret Flory, his wife

of Overbrook in the County of Osage and State of Kansas  
of the first part, and Adam Hilkey of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Thousand & 00/100 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 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 (½) of the Southeast Quarter (¼) of Section Two (2) Township Fifteen (15) Range Seventeen (17) East of the Sixth P. M.

with all the appurtenances, and all the estate, title and interest of the said party 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 except one mortgage for \$1500.00 to Davis Welcome Mortgage Co. Topeka, Kansas, and interest due on same since April 19, 1931

This grant is intended as a mortgage to secure the payment of the sum of One Thousand & 00/100 Dollars, according to the terms of one certain Promissory note this day executed and delivered by the said E. D. Flory, Rebecca A. Flory, Clyde T. Flory and Margaret Flory to the said party 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 party 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 party making such sale, on demand, to said E. D. Flory, Rebecca A. Flory, Clyde T. Flory and Margaret Flory heirs and assigns

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

Signed, sealed and delivered in presence of

E. D. Flory (SEAL)

Rebecca A. Flory (SEAL)

Clyde T. Flory (Seal)

Margaret Flory (Seal)

STATE OF KANSAS,

COUNTY OF Osage

ss.

BE IT REMEMBERED, That on this 2nd day of July

A. D. 1931 before me J. A. Kesler a Notary Public in and for said County and State, came E. D. Flory and Rebecca Flory, his wife, Clyde T. Flory and Margaret Flory, his wife

Legal Seal

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 July 12, 1931 19 J. A. Kesler 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 10th day of June A. D. 1932

ATTENT: J. A. Kesler  
E. D. Flory

Adam Hilkey

This Release was written on the original Mortgage entered this 10th day of June 1932  
Notary Public