

Rex. No. 3866

Fee Paid, \$ 7.50 ✓

MORTGAGE RECORD-73

FROM
Harold C. Fisher et uxTO
Moses E. Flory et ux

State of Kansas, Douglas County, ss.

This instrument was filed for record on the 74 day of
Dec A. D. 1928, at 2:05 o'clock P. M.By Spaß Weelmann Deputy.
Register of Deeds.THIS INDENTURE, Made this 10th day of Dec, in the year of our Lord one thousand nine hundred
twenty-eight, between

Harold C. Fisher and Lora Fisher, husband and wife,

of Overbrook in the County of Ogea and state of Kansas, of the first part, and
Moses E. Flory or Emma Flory of the second part,WITNESSETH, That the said parties of the first part, in consideration of the sum of
Three 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 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:The South-half of the North-east Quarter of Section Fourteen (14), Township
Fifteen (15), Range Eighteen (18) and the North West Quarter of the North
West Quarter of Section Thirteen (13) Township Fifteen (15) Range Eighteen (18)

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

Harold C. Fisher and Lora Fisher

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 Three Thousand 00/100 DOLLARS, according to the terms of One certain promissory note, this day executed by said Harold C. Fisher and Lora Fisher

to the said parties of the second part.
Said note being given for the sum of Three Thousand 00/100 DOLLARS,
dated Dec. 10th 1928, due and payable in ten years from date thereof, with interest thereon from the date thereof until paid, according to the terms of said note, and portions of 180 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 parties 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 mortgagee in the sum of No/ DOLLARS,

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part 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 the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part of the second part; and it shall be lawful for the part of the second part, in the manner prescribed by law, appointment hereby waived or not, at the option of the part of the second part, their 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 overplus, if any there be, shall be paid by the part making such sale, on demand, to the said Harold C. Fisher and Lora Fisher heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hand, seal and real, the day and year last above written.

Signed, sealed and delivered in presence of

Harold C. Fisher (SEAL)

Lora Fisher (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 10th day of Dec, A. D. 1928, before me J. A. Cordts a Notary Public in and for said County and State, came Harold C. Fisher and Lora Fisher, husband and wife

L.S.

(Seal.)

to me personally known to be the same person as 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.

J. A. Cordts

Notary Public.

My commission expires Nov. 24th 1929.

This mortgage is subject to the provisions of the Act of March 1st, 1928, relating to the recording of mortgages. The same has been duly recorded in the office of the Register of Deeds of Douglas County, Kansas, on the 10th day of December, 1928, at 2:05 o'clock P. M. and the same has been duly acknowledged by the parties hereto.

Witness my hand this 10th day of December, 1928.

J. A. Cordts