

## MORTGAGE RECORD 74

Reg. No. 3628  
Fee Paid, \$ 20.00

403

FROM  
Amos Flory and wife  
TO  
Ruth Flory

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 5 day of September A. D. 1928, at 9:50 A. M.  
J. E. Wellman, Register of Deeds.  
By \_\_\_\_\_ Deputy.

THIS INDENTURE, Made this first day of June in the year of our Lord, one thousand nine hundred and twenty-eight between Amos Flory and Ida M. Flory, his wife,

of \_\_\_\_\_ in the County of Douglas and State of Kansas  
parties of the first part, and Ruth Flory

parties of the second part.  
WITNESSETH, That the said parties of the first part, in consideration of the sum of Eight Thousand and no/100 (\$8000.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said parties of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The Southwest Quarter (SW) of Section Twenty-seven (27), Township Fourteen (14), Range Nineteen (19).

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said part 1st of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seised 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 parties making lawful claim therein.

It is agreed between the parties hereto that the part 1st of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same become due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part 2nd of the second part, the less, if any, made payable to the part 2nd of the second part to the extent of her interest. And in the event that said part 1st of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part 2nd of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Eight Thousand and no/100 (\$8000.00) DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the first day of June 1928

and by its terms made payable to the part 2nd of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part 2nd of the second part to pay for any interest or to discharge any taxes with interest thereon as herein provided, in the event that said part 1st of the first part shall fail to pay the same as provided in this indenture.

And this covenant shall be void if such payment be made as herein provided, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation provided therein, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this covenant shall become absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part 2nd of the second part.

to take possession of the said premises and all the improvements therein in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner provided by law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident therein, and the surplus, if any there be, shall be paid by the part 2nd of the second part, making such sale, on demand, to the first part.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.

IN WITNESS WHEREOF, The part 1st of the first part has hereunto set their hand and seal the day and year last above written.

Amos Flory Ida M. Flory (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas  
County of Douglas

BE IT REMEMBERED, That on this 13th day of June A. D. 1928, before me, a Notary Public in the aforesaid County and State, came

Amos Flory and Ida M. Flory, his wife  
to me personally known to be the same person as who executed the foregoing instrument 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 on the 20th day of April 1929

A. F. McClanahan Notary Public.

## RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 3rd day of July 1942

Vera Bechle as owner  
Mortgagee. Owner.

Vera Bechle as Trustee of the Trust  
Estate of Vera Bechle et al

This Release was written on the original Mortgage entered this 3rd day of July 1942  
Vera A. Bechle Reg. of Deeds.

By Register of Deeds to 24th 1942 214  
for acknowledgment, 1942 85-617